Vendor Selection Announcement

On July 1, 2016, the Alabama Medicaid Agency issued an intent to award notice to Health Tech Solutions (HTS), LLC, for the Meaningful Use Incentive Payment Program State Level Registry Request for Proposal (RFP Number 2016-MUPP-01).

The final award of this contract is subject review by the Legislative Oversight Committee, approval of the Centers for Medicare and Medicaid Services, and signature by Governor Robert Bentley.

ALABAMA MEDICAID AGENCY

REQUEST FOR PROPOSALS

RFP Number: 2016-MUPP-01	**RFP Title: Meaningful Use Incentive Payment Program State Level System**
RFP Due Date and Time: May 13 2016 by 5pm Central Time	**Number of Pages: 49**

PROCUREMENT INFORMATION

Project Director: Gary D. Parker	**Issue Date: April 18, 2016**
E-mail Address: **MUPPRFP@medicaid.alabama.gov** **Website: http://www.medicaid.alabama.gov**	**Issuing Division: Meaningful Use Administration**

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: 2016-MUPP-01** **RFP Due Date: May 13, , 2016 by 5pm CT** **Total 5 Year Firm and Fixed Price:**

VENDOR INFORMATION

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

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

Section A. RFP Checklist

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

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

3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the Medicaid'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 Medicaid's website for RFP addenda.** It is the Vendor's responsibility to check the Medicaid's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.

6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.

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

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

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

Section B. Schedule of Events

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

EVENT	DATE
RFP Issued	4/18/2016
Deadline for Submission of Questions	4/27/2016
Final Posting of Questions and Answers	5/7/2016
Proposals Due by 5 pm CT	5/13/2016
Evaluation Period	5/16/2016 – 5/25/2016
Contract Award Notification	6/8/2016
Contractor Deadline for Contract Review Committee Documents	6/20/2016
**Contract Review Committee	7/7/2016
Official Contract Award/Begin Work	8/1/2016 **

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

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I. Background

The Alabama Medicaid Agency is seeking a solution for the technical implementation, system transition, and on-going operational support of the CMS Meaningful Use (MU) Electronic Health Record (EHR) Incentive Payment Program at the State Level. Alabama's most recent State Level Registry (SLR) was a Commercial-off-the-Shelf (COTS) solution. Medicaid expects the winning bidder to offer a platform that follows a very similar operational approach that Medicaid has employed since the program implementation in 2011. The Vendor must demonstrate a seamless transition into our current operations with minimal disruption to Medicaid's and SLR participants' workflow.

This solution must address all aspects of the program including, but not limited to, a thorough understanding of:

1. The steps and processes States must adhere to;
2. Interfaces with the National Level Repository;
3. Interfaces with Alabama's fiscal agent for provider and claims information;
4. Validation and audit capabilities and issuance and tracking of all payments;
5. Program reporting and analytics;
6. Issues in transitioning from one technology platform to another.
7. Project Support for Attestation Pre-verifications.

Alabama has outlined its continued vision for the incentive program in its State Medicaid HIT Plan (SMHP) which is available on the Medicaid website.

Alabama Medicaid is taking an aggressive approach to continue its MU State Level Registry Payment System and meet CMS MU Program Year attestation deadlines for 2015 and beyond. The system must have the capability to issue payments within 30 days of the contract effective date, tentatively set at August 1, 2016.

Proposed solutions must encompass all stages of the incentive payment program and the proposed technology must be supported by the necessary staff and resources to address provider questions throughout the process, attestation pre-verification, audit and appeals, validation inquiries, reporting, electronic clinical quality measure analysis and system upgrades as required.

The following outlines the proposed Scope of Work for this contract. Vendors are encouraged to offer creative solutions that will allow Medicaid the ability to have a provider friendly, open and transparent system. It should be noted that the focus is to transition and have a system that is capable of processing Adopt, Implement, and Upgrade (AIU) and MU Stages I and II, beginning with Program Years 2015 and 2016 initially. Vendor, however, will need to be planning and developing for Program Year 2017, and Stage 3 meaningful use program changes as well.

The Vendor to whom the contract is awarded must 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, which shall include system upgrades and modifications required by Medicaid to comply with changes to regulations, state policies, and CMS directives. The proposal should also include the process for identifying fair and reasonable costs for requests from Medicaid for customizations to the system that increase Medicaid's operational efficiencies and are beyond the scope of the above changes.

All information contained in this RFP and any amendments reflect the best and most accurate information available to Medicaid at the time of RFP preparation. Inaccuracies in such data shall not constitute a basis for change of the payments to the Vendor or a basis for legal recovery of damages, actual, consequential or punitive.

II. Scope of Work

Vendor's proposal must present the technological design, development and implementation of the infrastructure and comprehensive staff support for the CMS EHR Incentives Program including registration, bi-directional connectivity to CMS's National Level Registry, connectivity to the MMIS claims management and provider management system for identification and payment, audit, reporting, data analysis, and oversight functionality. The Vendor must have a minimum of 3 years experience in the implementation, operation, maintenance, and attestations support of a Meaningful Use State Level Registry and EHR payment systems.

As a part of the response to this Proposal, the Vendor must satisfactorily demonstrate the capability to perform each of the following as listed in this Scope of Work:

A. Interface with the National Level Repository (NLR)

1. Because all eligible providers must initially register with the National Level Repository, the Vendor response must demonstrate an interface process to send and receive data is necessary. Vendor should note that there is at a minimum an initial interface for provider registration as well as a backend validation process. In additional, payment information must be supplied to the NLR once generated.

2. Vendor solution must demonstrate the capability support all current and future applicable requirements as published by CMS, including ICD-10 and electronic Clinical Quality Measures (eCQM)'s. A current ICD-10 is attached. Vendor should refer to CMS HITECH website for further requirements.

B. State Level System Requirements

After registering with the NLR, providers and MU program staff must have access to a state level system using a web portal that continues and completes

the registration, attestation process, process payment approvals, audits and appeals. Over the various stages of meaningful use, the web portal must expand and accommodate added sets of information and attestations.

As a part of the response to this Proposal, the Vendor's solution must satisfactorily demonstrate the capability to perform all of the following:

1. WEB PORTAL COMPONENTS

At a minimum, web portal must allow providers to complete the application process, view their information and track payment information. The web portal must access the Alabama SLR Payment system and any separate support systems necessary and must perform all the following:

a. Email notification to the Provider of receipt of data from the NLR.

b. Pre-populated information from the NLR.

c. Receive and store current Alabama MMIS provider enrollment.

d. Address all requisite steps of the provider application process, including provider applicant eligibility determination, attestation, and payee determination; application submittal confirmation/digital signature or secure confirmation; Medicaid payment determination (including NLR confirmation) and payment generation – including1099.

e. Create a repository of all registration, attestation, payment, and audit and appeals data.

f. Allow for documents to be uploaded and attached to a provider file to provide additional information.

g. Allow for EHR electronic submission of QRDA Category I & QRDA Category III files.

h. Allow for secure email functionality within the system between Medicaid and providers.

i. Allow for certain authorized users (e.g., state staff) to view provider's attestation and attached documents; enter notes and add attachments at various stages of the pre-payment review process. Functionality should be enabled to allow notes to be hidden from general views.

j. Allow for print or download capability in an unalterable format.

k. Allow for functionality that will track application progress and notify provider of remaining items to be completed (along with necessary information required), either through screen notification or email notification if application is dormant for a period of time.

l. Allow for "help" functionality throughout the process that providers can link to for clarification or additional information.

m. Display a provider identifier on each screen and printed pages.

n. Allow for interaction and integration of the ONC MU certified popHealth® application.

2. SPECIFIC PAYMENT FUNCTIONS

a. Maintain a repository of all Medicaid EHR Incentive Payment Program activity (eligibility, payment, denial, appeals, etc.);

b. Vendor should have system functionality that calculates the correct payment methodology based on eligible professional (EP) and eligible hospital (EH) status and type and stage and year of participation of meaningful use.

c. Payment system (Vendor should demonstrate their capability) that is automated and able to interface with the MMIS system for payment issuance and data absorption into general accounts receivable system. Because payments will be subject to general liens and other payment holds and will be captured for 1099 reporting, it is critical that payment information is accurate and available.

d. Ensure that inappropriate payments are not calculated or made available for issuance.

e. Ensure that payments are not automatically issued to providers that are under exclusion/sanctions, or for duplicate payments.

f. Allow for payments to be designated to other entities as allowable under the regulations.

3. FRAUD AND ABUSE, AUDITS AND APPEALS

a. The system should allow “start and stop” capability for audits to be conducted at various key points through the system.

b. The system should identify potential areas of concern throughout the process.

c. The system should allow for provider appeals including state oversight functions and resolution.

d. Vendor will be responsible for recommended policies and procedures for fraud prevention based on experience with other states.

4. GENERAL REQUIREMENTS

a. Allow providers to send incentive program information request emails to a mailbox.

b. Information from the system should be available for analysis and reporting. At a minimum, the following reports must be available with the recognition of the need for ad-hoc reporting as well:

   i. Registration Detail & Summary (including provider specific demographics)
   ii. Attestation Detail & Summary (including complete and incomplete)
   iii. Payment Detail and Summary
   iv. Audit Activity
   v. Clinical Meaningful Use Measures (Vendor will be expected to comply with MACRA reporting requirements for States.
   vi. Audit Triggers/Trends
   vii. Attestation Aging Detail & Summary Reports

5. SUPPORT SERVICES

a. A provider "call center" should be maintained with phone and email capability to assist providers through the process. Call Center hours are to be 7:30 am – 6 pm central on all working days. Nationally recognized holidays are excluded.

b. The "on-line" help feature should provide connection to the call center should the provider not be able to navigate the application.

c. "Calls" should be answered based on the following metrics:

Calls	90% answered within 30 seconds; all calls should be answered within 5 minutes
Emails	90% responded to within 6 hours, within working hours
Abandoned Calls	5% or less of call volume
First Call/Email Resolution	90% or higher

d. Vendor will be responsible for creating an on-line and written manuals for use by providers and state staff utilizing the system.

e. Vendor will be responsible for creating communication and marketing material (text, screenshots) to be used in Medicaid communication Plan. All marketing for the program will be conducted under State branding and with prior approval of Medicaid.

f. Vendor will be responsible for the pre-verification of 2015/2016 EP attestations during the year 1 of the contract. Alabama will transition this responsibility to State merit staff beginning in Year 2.

C. FUTURE FUNCTIONALITY GUARANTEE

Medicaid and Vendor recognize that the MU Incentive Payment Program is an evolving process that will entail system modifications and additions throughout the duration of the program to accommodate published regulations. Medicaid is only interested in those Vendors whose pricing and program design are such that all future modifications are included in the firm and fixed pricing.

Medicaid is only interested in those Vendors who provide a guarantee that there are sufficient resources to ensure that their product will allow providers to capture the necessary information in the prescribed regulatory timeframes necessary to effect technical and program changes that will permit providers to receive MU Incentive Payments and accommodate all requirements addressed in this RFP. As a part of their response, the Vendor's solution must satisfactorily demonstrate their understanding of this requirement and the capability to satisfactorily meet this condition.

D. FISCAL AGENT INTERFACES

As a part of the response to this Proposal, the Vendor's solution must satisfactorily demonstrate that: Vendor must be prepared to work with Medicaid's current fiscal agent to obtain necessary claims and provider specific information. These interfaces are necessary to perform the necessary validation activities required by CMS. Vendor should propose a system that is able to get the necessary information in accordance with Alabama InterChange Interface Standards Document. The current MMIS Contractor will be required to provide the necessary interfaces.

E. EXISTING SYSTEM AND DATA TRANSITION.

As a part of the response to this Proposal, the Vendor's solution must satisfactorily demonstrate that:

Vendor must be prepared to work with the current or previous State Level Payment system and contractor to ensure that all necessary and relevant data will be transitioned and transferred into the Vendors State Level Registry and payment system, this operation must be outlined in the Vendors project plan and must be completed within 30 days.

F. SYSTEM PERFORMANCE

As a part of the response to this Proposal, the Vendor's solution must satisfactorily demonstrate the capability to perform all of the following:

a. The system must be available to providers at a minimum 21 hours per day, seven days a week.
b. A report of system performance, to include at a minimum call and email tracking; system downtime; system issues with resolutions must be provided weekly for the first 90 days of system go-live, then monthly thereafter.
c. Vendor must provide for a secure hosting facility with back-up provisions. Responses should describe Vendor's approach.

III. Pricing

Vendor's response must specify a firm and fixed fee for completion of the MU Incentive Payment Program System implementation, transition, and updating/operation process. The Firm and Fixed Price of the first year of the proposed contract (transition, implementation phase, and attestation pre-verification) and subsequent years (updating/ operation phase) must be stated in the RFP Cover Sheet on the first page of this document as well as the pricing form (Appendix C).

The cost proposal for Year 1 must include a separate line for Vendor's project staff to conduct the pre-verifications of 2015 and 2016 EP payment attestations. This project support will be used only for Year 1of the contract. This support will not be used for years 2 through 5 of the contract.

IV. Medicaid Information

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 Medicaid and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In November 2014, more than 1,050,254 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

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

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

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

V. General Information

This document outlines the qualifications which must be met in order for an entity to serve as Vendor. It is imperative that potential Vendors 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 Vendor has been or is currently participating in a Medicaid Program. Proposals will be evaluated based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with all supporting documentation necessary.

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

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

VI. Corporate Background and References

Entities submitting proposals and all subcontractors 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.
   5. A list of all similar projects the Vendor has completed within the last three years.
   6. A detailed breakdown of proposed staffing for this project, including names and education background of all employees that will be assigned to this project.
   7. A list of all Medicaid agencies or other entities for which the Vendor currently performs similar work.
   8. Vendor's acknowledgment that Medicaid will not reimburse the Vendor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
   9. 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. 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 proven experience in implementing and maintaining MU State Level Incentive Payment Systems & programs and have been in business a minimum of three years.

e. 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. **You may not use any Alabama Medicaid Agency personnel as a reference.**

f. Document the resources and capability for completing the work necessary to implement and transition to the new MU State Registry system. The Vendor proposal must include a chart outlining the proposed tasks needed to complete the implementation & transition by the July 1, 2016, deadline, as well as outline follow-up and routine reporting deliverables and staff needed to complete the proposed tasks. A **sample schedule** is outlined as follows:

TASK	Date/Timeframe
1. Review the issues & data elements necessary for SLR implementation and transition and present the Meaningful Use detailed plan to State for approval	7/1/2016 – 8/01/2016
2. Implement Meaningful Use plan	8/1/2016
3. Detailed Reports to Agency	8/10/2016, 8/17,2016, 8/24/2016, & 10/31/2016 and monthly thereafter
4. Implement web-based MU Portal	8/4/2016 and on a regularly scheduled basis thereafter
5. Respond to questions from provider community, update implementation plan tracking log, and provide Project Director of the implementation plan's progress.	Daily

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

VII. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR 74.40 through 74.48. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

In accordance with 45 CFR 74.43, 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:

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

C. RFP Documentation

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

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from Medicaid. Each question must be submitted to the Project Director via MUPPRFP@medicaid.alabama.gov. Questions and answers will be posted on the website.

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should Medicaid issue addenda to the original RFP, then said addenda, being more recently

issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude Medicaid from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

I. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and 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 Medicaid are entirely the responsibility of the Vendor. Medicaid is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract.

K. State's Rights Reserved

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

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by Medicaid and will be posted on the RFP website);
- Not award any contract.

L. Price

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

M. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2016-MUPR-02. 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 plus two electronic (Word and PDF format) copies of the Proposal on jumpdrive clearly labeled with the Vendor name. One electronic copy MUST be a complete version of the Vendor's response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the proposal.

O. Late Proposals

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

VIII. Evaluation and Selection Process

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

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

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

B. Determination of Responsibility

The Project Director will perform a compliance review to determine Vendor's compliance with the requirements of the RFP and to ensure the standards of responsibility are meet. In determining responsibility, the Project Director may consider factors such as, but not limited to, the vendor's specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation

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

C. Opportunity for Additional Information

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

D. Evaluation Committee

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

Evaluation Factor	Highest Possible Score
Corporate Background and References	20
Scope of Work	40
Pricing	40
Total	**100**

F. Determination of Successful Proposal

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

When the final approval is received, Medicaid will notify the selected Vendor. If Medicaid rejects all proposals, it will notify all Vendors. Medicaid will post the award on the

Medicaid's website at www.medicaid.alabama.gov. The award will be posted under the applicable RFP number.

IX. General Terms and Conditions

A. General

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

The contract shall include the following:

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

B. Compliance with State and Federal Regulations

Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations, specifically the provisions under 42 CFR 495, specifically, §§ 495.346, 495.348, 495.354, and 495.360.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 August 1, 2016 through June 30, 2018 Alabama Medicaid shall have three, one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The Vendor will provide pricing for each year of the contract, including any extensions.

Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by 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. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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. Payments will be made upon Medicaid's approval of submitted detailed monthly invoice.

DD. 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.

EE. Disclosure Statement

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

FF. 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.

GG. 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.

HH. Qualification to do Business in Alabama

Should a foreign corporation (a business corporation incorporated under a law other than the law of this state) be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State at (334) 242-5324 or www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

II. 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.

JJ. Alabama interChange Interface Standards

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

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

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

Vendor Name

Project Director Review Date

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

☒ IF CORRECT	BASIC PROPOSAL REQUIREMENTS
☐	1. Vendor's original proposal received on time at correct location.
☐	2. Vendor submitted the specified copies of proposal and in electronic format.
☐	3. The Proposal includes a completed and signed RFP Cover Sheet.
☐	4. The Proposal is a complete and independent document, with no references to external documents or resources.
☐	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
☐	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
☐	7. The Proposal includes required client references (with all identifying information in specified format and order).
☐	8. The Proposal includes a corporate background.
☐	9. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to a new A-SMA MU SLR payment system program as outlined in the request for proposal regarding each element listed in the scope of work.
☐	10. Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.

☐	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

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

Sample Contract
Attachment A: Business Associate Addendum
Attachment B: Contract Review Report for Submission to Oversight Committee
Attachment C: Immigration Status
Attachment D: Disclosure Statement
Attachment E: Letter Regarding Reporting to Ethics Commission
Attachment F: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Attachment G: Beason-Hammon Certificate of Compliance

CONTRACT

BETWEEN
THE ALABAMA MEDICAID AGENCY
AND

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

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

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

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

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

CONTRACTOR

_____
Contractor's name here

_____
Date signed

_____
Printed Name

Alabama

Tax ID: _____

APPROVED:

_____
Governor, State of Alabama

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

_____
Stephanie McGee Azar
Commissioner

_____
Date signed

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

governing these matters.

_____
General Counsel

Attachment A

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

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

1. BACKGROUND

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.

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

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

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

3.3 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

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

3.5 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.

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

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

3.8 Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.

3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI

as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.

3.10 Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.11 Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.

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

3.12.1 Provide the Covered Entity the following information:

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

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

3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).

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

3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.

3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.

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

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

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

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

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

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, 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: _____

Attachment B

Contract Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: Alabama Medicaid Agency

Name of Contractor: _____

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

* Is Contractor organized as an Alabama Entity in Alabama? YES_____NO_____
* If not, has it qualified with the Alabama Secretary of State to do business in Alabama? YES_____ NO_____

Is Act 2001-955 Disclosure Form Included with this Contract? YES __X__ NO _____
Does Contractor have current member of Legislature or family member of Legislator employed? YES_____NO_____
Was a lobbyist/consultant used to secure this contract OR affiliated with this contractor? YES_____ NO_____
If Yes, Give Name:
_____

Contract Number: _____

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

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

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

Date Contract Effective: _____ Date Contract Ends: _____

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

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

If AMENDMENT, Complete A through C:

(A) Original contract total $ _____

(B) Amended total prior to this amendment $ _____

(C) Amended total after this amendment $ _____

Was Contract secured through Bid Process? Yes ____ No ____ Was lowest Bid accepted? Yes ___ No____
Was Contract secured through RFP Process? Yes ____ No ___ **Date RFP was awarded** _____
Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx YES _____ No_____
If no, please give a brief explanation:

Summary of Contract Services to be Provided: _____
_____
_____

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

I certify that the above information is correct.

_____
_____

Signature of Agency Head

_____

Printed Name

Signature of Contractor

_____

Printed Name

Agency Contact: Stephanie Lindsay Phone: (334) 242-5833
Revised: 2/20/2013

Attachment C

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

_____
Signature of Contractor

_____
Witness

Attachment D

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

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334) 242-5833

This form is provided with:

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

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT RECEIVED	TYPE OF GOODS/SERVICES	AMOUNT

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE
DEPARTMENT/AGENCY		

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

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

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

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

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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

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

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

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

ROBERT BENTLEY
Governor

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

STEPHANIE MCGEE AZAR
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.)

Attachment F

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.

Attachment G

State of _____)

County of _____)

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

DATE: _____

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

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

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

_____

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

WITNESS: _____

_____

Print Name of Witness

Appendix C: Pricing Form

Contract Item	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Implementation Fee and Deliverables					
Project Support					
Operational Cost					
Annual Cost					
Total 5 Year Firm and Fixed Fee (Enter on RFP Form)					

State of Alabama
Solicitation

Solicitation	Document Phase	Document Description
RFP 062 16000000010	Final	Meaningful Use Incentive Payment Program State Level System
Procurement Folder	**Creation Date**	**Print Date**
105315	04/13/16	04/14/16

Request for Proposals

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Donald McCanless	Donald.McCanless@medicaid.alabama.gov	334-353-3407
Issuer:	Donald McCanless	Donald.McCanless@medicaid.alabama.gov	334-353-3407
Buyer:	Donald McCanless	Donald.McCanless@medicaid.alabama.gov	334-353-3407

Bids will be accepted from: 04/18/16
to: 05/13/16

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

COMMODITY INFORMATION

Group: 1 Default **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

Billing

,

Delivery Date:

Delivery Type:

COMMODITY INFORMATION

Group: 1 Default **Line:** 2 **Line Type:** Service
Commodity Code: PRF09 **Quantity:**
Commodity Description: DATA PROCESSING, COMPUTER, **Unit:**
Extended Description:

SHIPPING AND BILLING

Shipping

Medicaid Headquarters Shipping
501 Dexter Avenue
Montgomery, AL 36104

Delivery Date:

Billing

,

Delivery Type:

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

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 PARTCIPATION. 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.

Download the Meaningful Use Incentive Payment Program State Level System specifications document located on the Alabama Medicaid website at http://www.medicaid.alabama.gov/CONTENT/2.0_newsroom/2.4_Procurement.aspx.

All questions concerning this RFP must be directed to MUPPRFP@medicaid.alabama.gov.

RFP # (2016-MUPP-01)

Meaningful Use Incentive Payment Program State Level System RFP

Vendor Questions and Medicaid Answers

May 6, 2016

Question ID:	1
Date Question Asked:	4/20/2016
Question:	The Schedule of Events lists the Deadline for Submission of Questions as 4/27/2016, and the Final Posting of Questions and Answers as 5/7/2016. Due to the brevity of the schedule, vendors would need answers very quickly to validate and finalize our solution and pricing. Will there only be one posting of answers to all vendor questions on 5/7/2016, or will the Agency be posting the answers to questions as they are submitted?
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	Medicaid will post the answers to all questions received by the Questions deadline with one posting.

Question ID:	2
Date Question Asked:	4/20/2016
Question:	The schedule for proposal submission is very aggressive. In addition to the brevity of the schedule, vendors will not receive final answers until 5/7/2016, only 6 days prior to the proposal submission deadline. Would the Agency consider extending the deadline for proposal responses so that we have adequate time to solution the MU system?
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	No. Medicaid will not extend the deadline date for RFP responses.

Question ID:	3
Date Question Asked:	4/20/2016
Question:	We would expect information such as call volumes, provider participation, etc. in order to properly solution the MU system for the Agency. Will a bidders library be made available to vendors containing all pertinent information about the current MU program?
Section Number:	None Stated

RFP Page Number:	None Stated
AGENCY Answer:	Medicaid does not intend to have a bidder's library available.
Question ID:	4
Date Question Asked:	4/21/2016
Question:	What is the annual budget for this RFP?
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	Medicaid requires the budget be the fixed price the winning Vendor submits with their response.
Question ID:	5
Date Question Asked:	4/21/2016
Question:	If it is there any incumbent on this RFP? if yes, please provide the incumbent details
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	The prior Vendor was Xerox State Healthcare. The contract expired on 1/31/2016 and is no longer applicable.
Question ID:	6
Date Question Asked:	4/21/2016
Question:	Please let us know the last year's spending on this RFP.
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	Medicaid's FY 2015 spending on this service is not applicable to this contract award.
Question ID:	7
Date Question Asked:	4/21/2016
Question:	Is it single award or multiple award ?
Section Number:	None Stated
RFP Page Number:	None Stated
MEDICAID Answer:	This will be a single contract award.
Question ID:	8
Date Question Asked:	4/27/2016
Question:	In Section I. Background, the RFP states "The system must have the capability to issues payments within 30 days of the contract effective date". This is not sufficient time to implement an SLR COTS solution, while meeting the Agency's expectation of a seamless transition with minimal disruption to Medicaid's and SLR participants' workflow. The following are examples of critical business and technical

	prerequisites required to implement an SLR COTS solution in this manner: Business prerequisites: • Rules definition to implement the Alabama specific policies. • Content definition for state configurable "splash pages", guidance, and instructions in the application. • Customization and state approval of provider manuals. • Outreach activities to providers. Technical prerequisites: • Transition and transfer of data from the existing State Level Repository to provide a basis for determining current provider eligibility and progress. • Infrastructure configuration and validation. • Implementation of NLR data exchange interface and any necessary approvals or CMS testing. • System Testing and User Acceptance activities. Due to the level of effort required to seamlessly transition to a new system, will the Agency consider increasing the timeframe to issue payments from 30 days to a minimum of 90 days from contract effective date, with the Agency and vendor agreeing upon the final schedule for all tasks during contract negotiations?
Section Number:	I. Background
RFP Page Number:	5
MEDICAID Answer:	The system availability for MU registration and attestation submissions must be live within 30 days of contract effective date.
Question ID:	9
Date Question Asked:	4/27/2016
Question:	Please provide the current file transfer method used by the Agency for transfers to and from CMS. Can this capability be leveraged by the MIP system or does the transfer mechanism need to be part of the solution? If an existing file transfer mechanism is in place, is it the Agency's or the Vendor's responsibility for configuring and testing transfers to and from CMS?
Section Number:	II. Scope of Work, A
RFP Page Number:	6
MEDICAID Answer:	The file transfer method(s) must be in accordance with CMS accepted protocols, specifications and standards of the MU program. It is also understood to be part of the solution. It will be the Vendor's responsibility to work with CMS for configuration and testing of all required file transfer

	capabilities necessary for the proper and timely file receipts and submissions.
Question ID:	10
Date Question Asked:	4/27/2016
Question:	Please clarify the expected dependencies on ICD-10 for the Alabama Medicaid EHR Incentive Program. Please provide a copy of the ICD-10 file referenced in the RFP.
Section Number:	II. Scope of Work, B.1.d and B.2.c
RFP Page Number:	8 and 9
MEDICAID Answer:	While there are not any known expected ICD-10 dependencies that focus on any provider enrollment information used for the pre-verification and payment, there would be ICD-10 dependencies for MU measures comparisons and integration against certain claims data elements such as diagnosis codes. Please refer to the Alabama Medicaid website or the appropriate CMS website for file specifications.
Question ID:	11
Date Question Asked:	4/27/2016
Question:	Please provide the anticipated daily call and email volume and length of calls to be handled by the call center.
Section Number:	II. Scope of Work, B.5.c
RFP Page Number:	10
MEDICAID Answer:	At the peak volume time, the minimum e-mails received daily average 100; daily phone call average 50. The length of the calls vary depending on the complexity of the question.
Question ID:	12
Date Question Asked:	4/27/2016
Question:	Please define the Vendor pre-verification responsibilities for 2015/2016 EP attestations. Please confirm the required timeframes to complete the verification of the attestations.
Section Number:	II. Scope of Work, B.5
RFP Page Number:	11
MEDICAID Answer:	The Pre-verification responsibilities include the review of all the required, appropriate eligibility and attestation information necessary for rendering an EHR incentive payment approval. Medicaid expects to make a payment decision within 90 days of the date the vendor attestation is submitted for review.
Question ID:	13
Date Question Asked:	4/27/2016
Question:	The Agency desires that all future CMS modifications to the MU Incentive Payment Program be included in the firm

	pricing. Since the extent of such future modifications are unknown, will the Agency please provide parameters or boundaries around what level of change should be accommodated, before a Change Order process will be permitted?
Section Number:	II. Scope of Work, C
RFP Page Number:	11
MEDICAID Answer:	System modifications due to any CMS MU program rule changes are dependent on the complexity of the rule changes itself. Medicaid will work with the Vendor and CMS to allow a reasonable time for system change orders to be analyzed, completed, and tested. CMS will provide a notification of expected rules changes which include a minimum 60-day comment period before any changes are deemed final.
Question ID:	14
Date Question Asked:	4/27/16
Question:	Please provide additional information regarding the "relevant data" that will be required for transition and transfer to the new solution? For example: 1) Volume of data stored in the current solution by MU Program Year and program provider type (i.e. "Eligible Professional", "Eligible Hospital'). 2) Volume of currently participating "Medicaid only" hospitals. 3) Type of data and attestation support data in the current solution – please provide all file formats. 4) Volume of attestation data by status in the current solution – Finalized/Completed and In Review/Pending.
Section Number:	II. Scope of Work, E
RFP Page Number:	11
MEDICAID Answer:	The Total volume of data is unknown at this time, but Medicaid expects to retain and transfer all data in the current SLR system since the program began since April 2011. This is due to program requirements. Medicaid has 1900+ participants including 2 "Medicaid only" Eligible Hospitals in the program. Presently there are 47 program year 2014 attestations currently in the system. All standard data file formats apply, including EHR system formats of XML & JSON.
Question ID:	15
Date Question Asked:	4/27/2016
Question:	Section IX. General Terms and Conditions is silent on Limitation of Liability. What is the Limitation of Liability on

	the current MU contract? If none, will the Agency agree to limit liability to the total contract value or agree to negotiate this contract term upon reward?
Section Number:	IX. General Terms and Conditions
RFP Page Number:	20
MEDICAID Answer:	Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.
Question ID:	16
Date Question Asked:	4/27/2016
Question:	Will the Agency please clarify what types of Year 1 expenses are being included in the "Implementation Fee and Deliverables" line vs. the "Project Support" line, within the Appendix C: Pricing Form?
Section Number:	Appendix C: Pricing Form
RFP Page Number:	49
MEDICAID Answer:	Implementation / Fee a Deliverables Fee is for the system implementation, operation, & maintenance/updates for years 1-5. Project Support is the pricing for personnel that will be used for handling pre-verification responsibilities for Year 1 only.
Question ID:	17
Date Question Asked:	4/27/2016
Question:	Please confirm that the RFP Cover Sheet, which includes pricing information and the actual Appendix C Pricing Form, should be included in the same binder with the rest of the proposal and that these documents do not have to be separately bound and packaged.
Section Number:	RFP Coversheet, III. Pricing, Appendix C: Pricing Form
RFP Page Number:	1, 12, 49
MEDICAID Answer:	These may be included in the same binder, but in separate sections for easy removal.
Question ID:	18
Date Question Asked:	4/27/2016
Question:	Will the State provide confirmation that they will enter into good faith negotiations upon award of contract.
Section Number:	VII.K State's Rights Reserved
RFP Page Number:	17
MEDICAID Answer:	Medicaid provides no confirmation except those that are in the RFP.

Question ID:	19
Date Question Asked:	4/27/2016
Question:	a. Please confirm that the electronic copy containing the complete version of the Vendor response should be on a **separate jumpdrive** from the redacted electronic copy where the confidential or proprietary information has been removed. b. Will the State permit Vendors to provide the redacted electronic copy in PDF format only, as Word format does not readily lend itself to the redaction process, whereas the PDF format does?
Section Number:	VII.N. Copies Required
RFP Page Number:	18
MEDICAID Answer:	A. Confirmed. B. Yes.
Question ID:	20
Date Question Asked:	4/27/2016
Question:	Is it the State's intent to extend the contract through mutual written agreement after the Legislative Contract Review Oversight Committee provides approval?
Section Number:	IX.C Term of Contract
RFP Page Number:	20
MEDICAID Answer:	Medicaid will submit the signed contract to the Contract Review Oversight Committee for review as required under state law.
Question ID:	21
Date Question Asked:	4/27/2016
Question:	a. Will the State please confirm that, in the event Medicaid terminates the contract for default, the Contractor shall receive payment for all work satisfactorily completed at time of notice as well as for reasonable, documented costs incurred in good faith for work in progress? b. Will the State please modify the Termination for Default Notice Period to 30 days?
Section Number:	IX.J Termination for Default
RFP Page Number:	22-23
MEDICAID Answer:	a. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII.

	Submission Requirements, E. Acceptance of Standard Terms and Conditions. b. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.
Question ID:	22
Date Question Asked:	4/27/2016
Question:	a. Due to the need for the Contractor to wind-down operations in the event of unavailability of funds, will the State confirm it will provide 180 days advance notice to the Contractor of the termination due to unavailability of funds? b. Will the State confirm that termination due to unavailability of funds shall not be used to insource the work designated under the contract or use a third party?
Section Number:	IX.K Termination for Unavailability of Funds
RFP Page Number:	23
MEDICAID Answer:	a. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions. b. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.
Question ID:	23
Date Question Asked:	4/27/2016
Question:	Will the State please clarify the meaning and intent of this section?
Section Number:	IX.L Proration of Funds
RFP Page Number:	23
MEDICAID Answer:	Refer to Section IX.L – Proration of Funds.
Question ID:	24
Date Question Asked:	4/27/2016

Question:	a. Will Medicaid confirm that, in the event it terminates the Contract for convenience, in whole or in part, it shall provide the Contractor advance written notice? b. The Contractor respectfully requests Medicaid provide 180 days advance written notice in the event of termination for convenience in order to ensure all aspects of the Contract are terminated efficiently.
Section Number:	IX.M Termination for Convenience
RFP Page Number:	23
MEDICAID Answer:	a. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions. b. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.
Question ID:	25
Date Question Asked:	4/27/2016
Question:	a. Will the State please modify the section as follows: 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 **directly** pertaining to contract performance and ~~costs~~ **financial information that is publicly available** 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~~ b. Will the State confirm that it shall provide no less than ten (10) business days' prior notice in the event that access to the contractor's records is necessary under the provisions of this Contract.
Section Number:	IX.AA Inspection of Records
RFP Page Number:	26
MEDICAID Answer:	a. Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.

	b. No. Medicaid provides no confirmation except those that are in the RFP.
Question ID:	26
Date Question Asked:	4/27/2016
Question:	The Contractor respectfully requests the following language be included in this section in order to streamline the invoicing and acceptance procedure: "Acceptance shall not apply to any recurring services provided under the Contract. Acceptance shall be deemed given for any deliverable that has not been explicitly accepted or rejected in writing."
Section Number:	IX.CC Payment
RFP Page Number:	27
MEDICAID Answer:	Additions or exceptions to the standard terms and conditions are not allowed. See Section VII. Submission Requirements, E. Acceptance of Standard Terms and Conditions.
Question ID:	27
Date Question Asked:	4/27/2016
Question:	a. Will the State please confirm the Contractor's liability for damages arising under the Contract shall be limited in the aggregate to 100% of the annual value of the contract? b. Will the State please confirm the Contractor shall not be liable for special, consequential, incidental, compensatory, exemplary, or punitive damages?
Section Number:	General
RFP Page Number:	N/A
MEDICAID Answer:	a. No. Medicaid provides no confirmation except those that are in the RFP. b. No. Medicaid provides no confirmation except those that are in the RFP.