



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2024-LDI-01	RFP Title: Alabama Medicaid Agency Lab Data Integration
RFP Due Date and Time: March 21, 2024, by 5:00 pm Central Time	Number of Pages: 49
PROCUREMENT INFORMATION	
Project Director: Gary D. Parker	Issue Date: February 16, 2024
Email Address: LDIRFP@medicaid.alabama.gov Website: http://www.medicaid.alabama.gov	Issuing Division: Health Information Technology
INSTRUCTIONS TO VENDORS	
Return Proposal to: Alabama Medicaid Agency Attn: Gary D. Parker Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624	Mark the Face of the Envelope/Package: Alabama Medicaid Agency Lab Data Integration RFP RFP Number: 2024-LDI-01 RFP Due Date: March 21, 2024, by 5:00 pm CT Firm and Fixed Price:
VENDOR INFORMATION <i>(Vendor must complete the following and return with RFP response.)</i>	
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 Email 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 email address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. ____ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. ____ **Use the forms provided**, i.e., cover page, disclosure statement, etc.
5. ____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.medicaid.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. ____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. ____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.
8. ____ **Prepare to sign and return the Contract, Contract Review Report, Business Associate Agreement and other documents** to expedite the contract approval process. The selected vendor's contract will have to be reviewed by the State's Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

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

Section B. Schedule of Events

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

EVENT	DATE
RFP Issued	02/16/2024
Questions Due by 5 pm CT	02/27/2024
Posting of Questions and Answers	03/12/2024
Proposals Due by 5 pm CT	03/21/2024
Evaluation Period	03/22/2024-04/11/2024
Intent to Award Notification	04/24/2024
**Contract Review Committee	08/01/2024
Official Contract Award/Begin Work	09/01/2024

* *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 requesting proposals from vendors with expertise for a plan to integrate Structure Lab Results for Agency utilization. Services required are outlined through this Request for Proposal (RFP). The Vendor shall provide the capability to establish connectivity and processes necessary to collect, parse, analyze, and transmit test results data from labs in Alabama that serve the Alabama Medicaid population. The projected implementation date of the RFP is September 1, 2024.

In 2019, Alabama initiated a plan to integrate structure lab result data into our data lake to support our efforts to increase the Agency's capacity for population health analysis.

Currently, Alabama Medicaid uses a cloud-based platform to collect, parse, and transmit integrate the lab test results into the Agency's data lake. This RFP is a re-procurement of existing services in addition to any new requirements addressing data quality, data analysis, and connectivity. Therefore, this RFP should be considered as a takeover proposal with enhancements. Specific information can be found on the Alabama Medicaid website www.medicaid.alabama.gov.

The selected Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this 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.

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

II. Scope of Work

As part of the proposal, Vendors must acknowledge and comply with all requirements listed in the RFP.

General Requirements

- A. Comply with the provisions of Title 42 of the Code of Federal Regulations, Subpart 495, specifically, Sections 495.346, 495.348, 495.354, and 495.360.
- B. Agree that specifying compliance with 42 CFR 495.346, 348, 354, & 360 does not create any new obligations on, or understandings of, the parties.
- C. Comply with the provisions 45 CFR 170.401, 170.402(a)(1) and 45 CFR part 171.
- D. Must submit a written statement stating the Contractor acknowledges and will comply with the requirements set forth in the entire RFP.

Planning Requirements

- A. Vendor must collaborate with appropriate Medicaid staff to determine a standardized, agree-upon file format(s) and interoperable protocols for transmitting lab results data to the Agency and the State Health Information Exchange (HIE), Alabama's One Health Record®.
- B. Vendor must collaborate with appropriate Medicaid staff to determine a secure, standards-based file transmission method and protocol from the Vendor to the

Agency and the State Health Information Exchange (HIE), Alabama One Health Record®

- C. Vendor must participate in testing efforts sufficient to ensure the file transmission mechanism from Vendor to the Agency and HIE is operational.
- D. Vendor must submit a complete test file with a minimum set of data elements required. (Appendix D: Minimum Data Set). The file must include a data dictionary.
- E. Vendor's response must describe a strategy to identify and recruit labs that are not currently sending test results to Medicaid. The Outreach Plan will be submitted to the Agency for final approval within 120 days of the contract effective date.
- F. Any additional data elements submitted must be noted and included in the data dictionary.
- G. Vendor's response must demonstrate their capability and capacity to implement, transition, and maintain interface connectivity to those labs approved by the Agency and who are currently participating in the lab results data sharing effort.
- H. Vendor's response must outline a strategy and approach to analyze and address data quality on data elements as defined by the Agency. The approach must identify the tool(s), best practices, data model(s), and subject matter expertise resources to complete the data quality analysis. The Vendor shall submit a Data Management Plan to the Agency for review and approval within 90 days of contract effective date.
- I. Vendor's response shall demonstrate the capability and capacity to engage participating labs to improve data quality as stated in the Data Management Plan noted in Item I as directed and approved by the Agency.
- J. Vendor must develop a proposed disaster recovery plan to ensure uninterrupted operations. This plan must be submitted to the Agency for review and agreement.

Implementation Requirements

- A. Vendor must work with each participating lab to determine the appropriate file format(s) for lab results data to be transmitted from lab to Vendor.
- B. Vendor must work with each participating lab to determine the appropriate mapping of their data elements to the standardized data elements in the agreed upon file format.
- C. Vendor must work with each participating lab to identify and address data quality issues that are identified by Vendor and/or the Agency.
- D. Vendor must work with each participating lab to ensure that lab results included in the data transmitted to the Vendor are limited to those for which Medicaid is the payor.
- E. Vendor must work with each participating lab to ensure that lab results included in the data transmitted to the Vendor complies with any special data restrictions, if applicable (e.g., HIV results, 'Part 2' data, etc.).
- F. Vendor must perform sufficient testing to ensure accurate data quality and mapping for each lab. Test results must be reported and submitted to the Agency for final review and approval.
- G. Vendor must work with participating labs to determine and implement secure, agreed-upon file transmission method(s) from the labs to the Vendor.
- H. Vendor must agree to a cloud-based solution implemented and managed by the contract awardee. Vendor must work with Alabama's State Health Information Exchange (HIE), One Health Record®, to develop a process and/or interface(s) to integrate lab results into the HIE for patient and provider access.

Ongoing Work Requirements

- A. Vendor must have the scalable capability to receive lab results data from participating labs on a periodic basis.
- B. On a periodic basis, Vendor must parse the received lab results data appropriately and generate a data file(s) in the specified compliance standards and format for submission to Medicaid and the State HIE, Alabama One Health Record®.
- C. Vendor must transmit the generated data files to Medicaid via a standard file transmission method(s) that also supports interoperable exchange.
- D. Vendor must identify additional labs to participate in the lab results data sharing effort. Proposed labs must be submitted to the Agency for approval prior to their final engagement.
- E. Vendor must work to recruit the additional, State-approved labs to participate in the lab results data sharing effort and, upon agreement, perform implementation activities as needed.
- F. Vendor must perform continuous quality assurance practices on data received from participating labs, data parsing results, and data files to be sent to Medicaid as specified in the Data Management Plan.
- G. Vendor must provide performance statistics to the Agency on a periodic basis. These include, but are not limited to, the number of records received from participating labs, number of records parsed successfully, number of records with errors, etc.
- H. Vendor must retain the received lab results data for the minimum number of months necessary as determined by Medicaid. This includes both the raw data received from the labs as well as any transformed data stored separately. This number will determine after the contract is awarded.
- I. Vendor must have the capability to provide historical data to the Agency within a reasonable time frame upon request.
- J. Vendor must offer operational support for participating labs and Medicaid staff as needed to ensure successful transmission, receipt, and utility of data files.
- K. Vendor must periodically perform disaster recovery testing and propose to the Agency any necessary updates to the disaster recovery plan. Vendor must then update the disaster recovery plan with agreed-upon changes.
- L. Vendor must provide monthly reports on participating labs, each lab's performance, and their data quality statistics (e.g., error rate per lab, each lab's percentage of the total number of records received, etc.) as outlined the Data Management Plan

Staffing Requirements

- A. Vendor must have in place the organization, management, internal controls, and administrative systems necessary to fulfill all contractual requirements and to comply with all applicable laws and regulations. Vendor must demonstrate to the Agency's satisfaction via submission of an annual staffing plan, organizational chart and resumes (CEO, CFO, CIO\CTO, IT Director), that it has the necessary staffing, by function and qualifications, to fulfill its obligations under this RFP.
- B. Vendor shall obtain Agency approval prior to hiring or designating any individual to a key staff position. Vendor must provide to the Agency any supporting documentation that is requested by the Agency.
- C. Vendor may request a waiver of stated credentials or other staffing requirements in accordance with Section VIII.X of this RFP. The Agency has the sole discretion to allow for any exception to stated credentials or requirements. In consideration of the

Vendor's waiver request, the Agency may request any supporting information from the Vendor.

As part of the proposal submission, the Respondents shall provide:

Vendor Experience

- A. Provide a detailed description of the processes used on a previous project to develop data specifications and data submission processes for collecting, parsing and sharing lab results from the independent labs as sources of clinical lab data.
- B. Provide a detailed description of capabilities and experiences working with data from commercial and Medicaid data sources, including acquisition, storage, maintenance, and reporting.
- C. Describe any existing expertise with any independent labs in Alabama including clinical data services provided.
- D. Describe a previous project with similar goals and requirements as the lab results data sharing effort.
 - a. Organization's approach to coordination and communication with the targeted lab sources.
 - b. Identify resources required from the vendor and from the lab source.
 - c. Describe the methodologies and tools used.
- E. Experience with health payer and other sources of clinical information.
 - a. Describe previous issues faced in working with structured lab data from varied sources and how they were resolved. Describe potential scenarios that could be the most troublesome.
- F. Provide the organization's average performance level in meeting processing deadlines.
- G. Data Formats
 - a. Provide a list of the available file formats, message standards, or structured document types you have used to package and export data from Lab suppliers. Identify any issues with receiving, aggregating, or migrating data in HL7 versions 2.0, 2.5 and 3.0. Please distinguish between clinical data formats.
- H. Acquisition interfaces and data transport
 - a. Describe the transport mechanism(s) (for example, web service, batch files, secure FTP, etc.) you have used on previous projects.
- I. Data Validation and Transformation
 - a. Describe the organization's experience in cleaning and editing raw data feeds to ensure consistency and accuracy.
 - b. Describe the processes used to clean and edit raw data feeds to ensure consistency and accuracy.
 - c. Describe the quality assurance and testing processes used to test incoming data feeds and outgoing data feed.
 - d. Describe the organization's process to provide feedback to clients and data vendors about data quality.
 - e. Describe the organization's validation process to ensure that data is complete, structured, and referenced.
- J. Describe any data migration efforts involving distributed (e.g., multi-lab) data sources to a central solution platform.

Proposed Solution

Respond to all items presented in this section. Alternate solutions will be reviewed and may be considered.

- A. Provide a detailed plan of the processes intended for use to develop data specifications and data submission processes for collecting, parsing and sharing lab results from the independent labs as sources of clinical lab data.
- B. Provide a detailed plan to manage Medicaid data sources, including acquisition, storage, maintenance, and reporting of the following of milestones.
- C. Provide a detailed plan to manage data from independent labs in Alabama including clinical data services provided.
- D. Provide a detailed plan for the below listed scenarios for a data sharing effort with independent labs in Alabama:
 - a. The organization's approach to coordination and communication with the targeted lab sources.
 - b. Resources required from the vendor and from the lab.
 - c. Methodologies and tools used.
- E. Provide a detailed plan for working with a health payer and other sources of clinical information using structured lab data from varied sources.
- F. Provide the organization's average performance level in meeting processing deadlines.
- G. Provide a list of the available file formats, message standards, or structured document types you have used to package and export data from Lab suppliers. Identify any issues with receiving, aggregating, or migrating data in HL7 versions 2.0, 2.5 3.0, and United States Core Data of Interoperability (USCDI) version 3 or higher. Please distinguish between clinical data formats.
- H. Provide a detailed plan for the implementation and/or transitioning of acquisition interfaces and data transport methods such as web services, batch files, secure FTP, etc. in the intended technology environment.
- I. Provide a detailed plan for the data Validation and Transformation items listed below:
 - a. Cleaning and editing raw data feeds to ensure consistency and accuracy.
 - b. Quality assurance and testing processes used to test incoming data feeds and outgoing data feed.
 - c. Provide feedback to clients and data vendors about data quality.
 - d. Organization's validation process to ensure that data is complete, structured, and referenced.
- J. Provide a detailed plan for data migration involving distributed (e.g., multi-lab) data sources to a central solution platform.
- K. Provide a detailed plan with similar goals and requirements as the lab results data sharing effort.
 - a. Organization's approach to coordination and communication with the targeted lab sources.
 - b. Identify resources required from the vendor and from the lab source.
 - c. Describe the methodologies and tools used.
- L. Provide a recommended file format, messaging standard, or structured document type for packaging and exporting data from Lab suppliers. Provide any additional file formats, messaging standards, or structured document types that could be proposed. Please distinguish between clinical data formats.

- M. Provide a recommended transport mechanism (i.e., web services, batch files, secure FTP, etc.) being proposed for this project. Provide any additional options for consideration.
- N. Provide a detailed plan of your process for cleaning and editing raw data feeds to ensure consistency and accuracy.
- O. Provide a detailed plan of your organization's quality assurance and testing process for incoming and outgoing data feeds.
- P. Provide a detailed plan of your organization's process to ensure that data is complete, structured and referenced.
- Q. Provide a detailed plan for providing feedback to clients and data vendors about data quality.

Key Personnel

Describe how the Vendor proposes to maintain sufficient staffing levels to ensure successful implementation of the solution and maintenance for the ongoing operations of the proposed solution throughout the duration of the contract.

At a minimum, the Contractor's key personnel must include the following positions: CEO, CFO, CIO\CTO, an IT Director, Project Manager, and Clinical Data Analyst. The Contractor must provide resumes for all key personal with the submission of the RFP response.

III. Pricing

Vendor's response must specify a firm and fixed fee for all aspects of this RFP. The Firm and Fixed Price of each year must be stated in the RFP Cover Sheet on the first page of this document and Appendix C.

IV. General

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

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the state and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. The Alabama Medicaid Agency servers approximately 1,000,000 Alabama citizens each year 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.

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

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

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.

V. Corporate Background and References

Entities submitting proposals must:

- a. Provide evidence that the Vendor possesses the qualifications required in this RFP. If a subcontractor is warranted, the Contractor must identify the percentage of work, as measured by the total Proposal price, to be performed by the subcontractor. *All contractor and subcontractor employees must work in the continental United States.*
- 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. Evidence that the Vendor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Vendor's Proposal. The Vendor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
 9. Vendor's acknowledgment that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has received and approved all deliverables covered by the invoice.
 10. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Vendor or any of its officers, directors, employees, agents or subcontractors of which the Vendor has knowledge, or a statement that there are none. The Agency reserves the right to reject a proposal solely on the basis of this information.
- c. The contractor and sub-contractor must have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not limited to, Code of Alabama 1975, 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the Secretary of State at the time of responding to this RFP. To obtain forms for the application, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us.
- d. 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.**

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

VI. Submission Requirements

A. Authority

This RFP is issued under the authority of Section 41-4-110 et. seq. of the Alabama Code and 45 CFR part 75. 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 part 75, 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
Email Address: LDIRFP@medicaid.alabama.gov

C. RFP Documentation

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

D. Questions Regarding the RFP

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

E. Acceptance of Standard Terms and Conditions

Vendor must submit a statement stating that the Vendor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions 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 the State issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

H. Vendor's Signature

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

I. Offer in Effect for 90 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 90-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

J. State Not Responsible for Preparation Costs

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

K. State's Rights Reserved

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

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

L. Price

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

M. E-Verify Memorandum of Understanding

The proposal response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.

N. Proposal Format

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

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

This RFP and its attachments are available on Medicaid's website. The Vendor acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should Medicaid issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal.

O. Proposal Withdrawal

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

P. Proposal Amendment

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

Q. Proposal Errors

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

R. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Vendor has been selected. The Vendor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Vendor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

S. Submission of Proposals

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2024-LDI-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

T. Copies Required

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

U. 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.

V. Proposal Clarifications

The Agency reserves the right to request clarifications with any or all Vendors if they are necessary to properly clarify compliance with the requirements of this RFP. The Agency will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the proposal. Clarifications will be limited to specific sections of the proposal identified by Medicaid. If clarifications are requested, the Vendor must put such clarifications in writing within the specified time frame.

VII. Evaluation and Selection Process

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

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

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

B. Determination of Responsibility

The Project Director will determine whether a Vendor has met the standards of responsibility. In determining responsibility, the Project Director may consider factors such as, but not limited to, the vendor's specialized expertise, ability to perform the work, experience and past performance. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If a Vendor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Vendor.

C. Opportunity for Additional Information

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

D. Evaluation Committee

An Evaluation Committee appointed by the Project Director will read the proposals, conduct corporate and personal reference checks, score the proposals, and make a written recommendation to the Commissioner of the Alabama Medicaid Agency. The State may change the size or composition of the committee during the review in response to exigent circumstances.

E. Scoring

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

Evaluation Factor	Highest Possible Score
Corporate Background	10
References	5
Scope of Work	45
Price	40
Total	100

F. Determination of Successful Proposal

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

When the final approval is received, the State will notify all Vendors.

VIII. General Terms and Conditions

A. General

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

The contract shall include the following:

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for two years effective September 1, 2024, through August 31, 2026. 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, court order; such nonperformance shall not be a ground for termination for default.

O. Nondiscriminatory Compliance

Contractor shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order No. 11246, as amended by Executive Order No. 11375, both issued by the President of the United States, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.

P. Conflict of Interest

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the RFP. The Contractor and Medicaid agree that each has no conflict of interest preventing the execution of this RFP or the requirements of the contract, and said parties will abide by applicable state and federal regulations, specifically those requirements found in the Office of Federal Procurement Policy Act. 41 U.S.C.A. 2101 through 2107.

Q. Boycott Clauses

In compliance with Ala. Act No. 2023-409, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

R. Small and Minority Business Enterprise Utilization

In accordance with the provisions of 45 CFR Part 75.330 and OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

S. Worker's Compensation

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

T. Employment of State Staff

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

U. Immigration Compliance

Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act (Ala, Act 2012- 491 and any amendments thereto) and certify its compliance by executing Attachment G. Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the Contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract that the Contractor will secure from such subcontractor documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

V. Share of Contract

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

W. Waivers

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

X. Warranties Against Broker's Fees

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

Y. Novation

In the event of a change in the corporate or company ownership of Contractor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim

between legal recognition of the new entity and Medicaid execution of the novation agreement, a valid contract shall continue to exist between Medicaid and the original Contractor. When, to Medicaid's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, Medicaid may approve the new owner and a novation agreement shall be executed.

Z. Employment Basis

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

AA. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Contractor and the RFP shall be controlled by the provisions of the RFP. Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Commissioner of Medicaid.

The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently with the performance of the contract in accordance with the disputed decision.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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

BB. Records Retention and Storage

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

CC. Inspection of Records

Contractor agrees that representatives of the Comptroller General, HHS, the General Accounting Office, the Alabama Department of Examiners of Public Accounts, and Medicaid and their authorized representatives shall have the right during business hours to inspect and copy Contractor's books and records pertaining to contract performance and costs thereof. Contractor shall cooperate fully with requests from any of the

agencies listed above and shall furnish free of charge copies of all requested records. Contractor may require that a receipt be given for any original record removed from Contractor's premises.

DD. Use of Federal Cost Principles

For any terms of the contract which allow reimbursement for the cost of procuring goods, materials, supplies, equipment, or services, such procurement shall be made on a competitive basis (including the use of competitive bidding procedures) where practicable, and reimbursement for such cost under the contract shall be in accordance with 48 CFR, Chapter 1, Part 31. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to Contractor's compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

EE. Payment

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

FF. Notice to Parties

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

GG. Disclosure Statement

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

HH. Debarment

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

II. Not to Constitute a Debt of the State

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

JJ. Qualification to do Business in Alabama

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

KK. Choice of Law

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

LL. AMMIS Interface Standards

Contractor hereby certifies that any exchange of MMIS data with the Agency’s fiscal agent will be accomplished by following the AMMIS 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.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor’s original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the specified copies of proposal and in electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed and signed RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal is a complete and independent document, with no references to external documents or resources.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Vendor understands and shall comply with all of the provisions of the RFP.
<input type="checkbox"/>	7. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	8. The Proposal includes a corporate background.
<input type="checkbox"/>	9. The Proposal includes a detailed description of the plan to design, implement, monitor, and address special situations related to the 2024-LDI-01 program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. The response includes (if applicable) an Application of Registration or letter/form showing the application has been made with the Secretary of State.
<input type="checkbox"/>	11. The response includes an E-Verify MOU with the Department of Homeland Security.
<input type="checkbox"/>	12. Acknowledgement and compliance with all requirements listed in the RFP.

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

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
Contractor's Name

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

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Enter Request for Proposal or Invitation to Bid (Enter Acronym for Contract Type) Number Enter RFP , dated Enter date of RFP 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 Enter Acronym for Contract Type and the price provided on the Enter Acronym for Contract Type Cover Sheet response, in an amount not to exceed Enter Not to Exceed Amount.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is Enter Begin Date to Enter End Date.

This contract specifically incorporates by reference the Enter Acronym for Contract Type, any attachments and amendments thereto, and Contractor's response.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.

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.

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

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

Contractor Name

Alabama Medicaid Agency

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

Contractor Signature

Stephanie McGee Azar
Commissioner

Tax ID: _____

Date Signed: _____

Date Signed: _____

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

Legal Counsel

Chief Procurement Officer
State Purchasing

APPROVED:

Kay Ivey
Governor, State of Alabama

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

CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Contractor Information

Name of Governmental Body or Purchasing Agency: _____

Name of Contractor: _____

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

Is Contractor a Sole Source? YES _____ NO _____ (If Yes, Attach Sole Source Approval from the Chief Procurement Officer)

Is Contractor organized as an Alabama Entity in Alabama? YES _____ NO _____

If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES _____ NO _____

List the Members/Owners (e.g. John Smith) of the Contracting Entity _____

Is Contractor a minority-owned business? YES _____ NO _____ Is Contractor a woman-owned business? YES _____ NO _____

Does Contractor have current member of Legislature or family member of Legislator employed? YES _____ NO _____

Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES _____ NO _____

If Yes, Give Name: _____

Contract Information

Contract Number: _____ (See Fiscal Policies & Procedures Manual)

Contract Amount: \$ _____ (Put Amount You Are Asking For Today Only; See Fiscal Policies & Procedures Manual)

% State Funds: _____ % 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 AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES _____ NO _____

[A] ORIGINAL contract amount total \$ _____

[B] Contract Amount Total prior to this amendment or renewal \$ _____

[C] Contract Amount Total after this amendment or renewal \$ _____

RFP:

Was Contract Secured through RFP Process? YES _____ NO _____ If RFP, Answer RFP Questions Below.

Date the RFP was solicited: _____ AND Date the RFP was awarded: _____

Was Contract Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES _____ NO _____

If NO, give a brief explanation, including any statutory exemption, as to why not: _____

RFQ:

Was Contract Secured through RFQ Process? YES _____ NO _____ Date RFQ was solicited: _____ Date RFQ awarded: _____

Posted to Division of Construction Management Website? http://dcm.alabama.gov/ae_qualifications.aspx YES _____ NO _____

If NO, give a brief explanation as to why not: _____

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 Governmental or Agency Head _____

Signature of Contractor _____

Printed Name of Governmental or Agency Head _____

Printed Name of Contractor _____

Governmental or Agency Contact: _____ Phone: _____

Revised 12/28/2022

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE AGREEMENT

Revised 06/2019

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

1. BACKGROUND

- 1.1. Business Associate agrees to perform the following services for or on behalf of Covered Entity: [Enter a description below of the service(s) to be provided with sufficient detail to ensure clarity. Delete this parenthetical guidance from the document prior to execution.]
-
-

- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Agreement with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

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

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3.** Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1 Disclosures are Required by Law; or
 - 4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4** Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

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

- 5.1** Any use or disclosure of PHI not provided for by this agreement
- 5.2** Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1** Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 6.2** Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3** Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

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

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

- 7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 7.2.2 Immediately terminate this Agreement; or
- 7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

7.3.1 Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:

- 7.3.2(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- 7.3.2(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
- 7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 7.3.2(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
- 7.3.2(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of Business Associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.2 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.

8.3 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

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

ALABAMA MEDICAID AGENCY

Signature

Date

Clay Gaddis

Printed Name

Privacy Officer

Title

BUSINESS ASSOCIATE

Signature

Date

Printed Name

Title

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

**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.



KAY IVEY
Governor

Alabama Medicaid Agency

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

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



STEPHANIE MCGEE AZAR
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.)



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

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

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

Yes

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

- 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
DEPARTMENT/AGENCY

ADDRESS

STATE

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

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

Article 3B of Title 41, Code of Alabama 1975 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.

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): Enter brief contract description by and between Enter Contractor Name (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

**GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS
FOR PROFESSIONAL AND PERSONAL SERVICES CONTRACTS**

PART I. Procurement method. Mark boxes as appropriate.
<p><input type="checkbox"/> Competitive sealed bids/ITBs (§ 41-4-132)</p> <ul style="list-style-type: none"> <input type="checkbox"/> This is a professional-services contract; CPO approval for use of ITB is attached. Alabama Buys/STAARS solicitation number: _____ <input type="checkbox"/> This is not a professional-services contract; no CPO approval for use of ITB required. <input type="checkbox"/> Adequate public notice of ITB was given for a reasonable time prior to bid opening. <input type="checkbox"/> Bids were opened publicly in the presence of one or more witnesses at time and place designated in the ITB. <p><input type="checkbox"/> Competitive sealed proposals/RFPs (§ 41-4-133)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Number of providers the RFP was distributed to: _____ <input type="checkbox"/> Number of responses/proposals the agency reviewed: _____ <input type="checkbox"/> RFP was posted to online database as required by § 41-4-66 Alabama Buys/STAARS solicitation number: _____ <input type="checkbox"/> A written determination was made that accepted proposal is "most advantageous to the state." <input type="checkbox"/> Public notice of award was given promptly after contract award. <input type="checkbox"/> This is a contract for services governed by a DCM fee schedule. <ul style="list-style-type: none"> <input type="checkbox"/> Contract fees are within the approved DCM fee schedule. <input type="checkbox"/> DCM Director's approval for exceeding DCM fee schedule is attached. <input type="checkbox"/> This is a contract for an architect, landscape architect, engineer, land surveyor, or geoscientist. <ul style="list-style-type: none"> <input type="checkbox"/> A competitive, qualifications-based process was used per § 41-4-133(j). <p><input type="checkbox"/> Small purchases (§ 41-4-134)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contract fees are below the small-purchase thresholds set forth in Rule 355-4-3-.05. <input type="checkbox"/> Lowest acceptable quote chosen from three written quotes solicited. Solicitation number in Alabama Buys/STAARS is: _____ <input type="checkbox"/> Per Rule 355-4-3-.05, no quotes required because: _____ <p><input type="checkbox"/> Sole-source procurement (§ 41-4-135)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Written determination by CPO that there is only one source for the required professional service is attached. <p><input type="checkbox"/> Emergency procurements (§ 41-4-136)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Written determination for basis of the emergency and selection of the contractor attached. <input type="checkbox"/> Approval attached from CPO or agency head (not subject to delegation). <p><input type="checkbox"/> Special procurements (§ 41-4-137)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Written determination for basis of the emergency and selection of the contractor attached. <input type="checkbox"/> Approval attached from CPO or agency head. <p><input type="checkbox"/> Physicians (§ 41-4-125.01) – provider selected from Medical Licensure Commission list.</p> <p><input type="checkbox"/> Attorneys (§ 41-4-125)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Litigation (Hourly) <ul style="list-style-type: none"> <input type="checkbox"/> DAG appointment letter attached. <input type="checkbox"/> Governor's rate approval letter attached. (See EO 726, ¶ 3.b.) <input type="checkbox"/> Litigation (Contingency Fee) <ul style="list-style-type: none"> <input type="checkbox"/> DAG appointment letter attached. <input type="checkbox"/> Written determination attached as required by § 41-4-125(d)(1). <input type="checkbox"/> Fee within limits prescribed by § 41-4-125(d)(2)-(3) or AG/Governor written authorization for exceeding limits is attached as required by § 41-4-125(d)(5). <input type="checkbox"/> AG's standard contract addendum attached per § 41-4-125(d)(7). <input type="checkbox"/> Non-litigation <ul style="list-style-type: none"> <input type="checkbox"/> Justification letter attached for not using in-house counsel or AG.

Please call the Governor's Legal Office at (334) 242-7120 for questions about this form.

Revised September 2023

<input type="checkbox"/> Governor's approval attached. (See EO 726 , ¶ 3.b.) <input type="checkbox"/> Attorney's scope of services is described with particularity. (See EO 726 , ¶ 3.c.) <input type="checkbox"/> Litigation experts (§ 41-4-125(b)) – retained for litigation or avoidance of litigation. <input type="checkbox"/> Exempt Contract. Explanation of the exemption and citation to statutory authority: _____ _____
PART II. IT (information technology) questions. <u>Check one.</u>
<input type="checkbox"/> Contract is for IT supplies or services and written approval of OIT attached per § 41-4-285. <input type="checkbox"/> Contract is not for IT supplies or services. <input type="checkbox"/> If exemption from OIT approval is claimed, please explain basis and provide citation to statutory authority: _____ _____
PART III. Personal services (employer-employee relationship) questions. <u>Check one.</u>
<input type="checkbox"/> Approved by State Personnel Department or its Board in accordance with the Alabama Fiscal Policy and Procedures Manual . <input type="checkbox"/> Contract is not for personal services.
PART IV. Fiscal Policy and Procedures Manual requirements and additional questions. <u>Complete for all contracts.</u>
<input type="checkbox"/> Contract does not contain a waiver of sovereign immunity. <input type="checkbox"/> Contract does not require the state to indemnify. <input type="checkbox"/> Contract does not require a COVID-19 vaccination. (See EO 724 , ¶ 4.) <input type="checkbox"/> Contract contains all required clauses: <input type="checkbox"/> Early termination clause on page: _____ <input type="checkbox"/> Alternative Dispute Resolution clause on page: _____ <input type="checkbox"/> Merit System Exclusion clause on page: _____ <input type="checkbox"/> Beason-Hammon (immigration) clause on page: _____ <input type="checkbox"/> No-boycott (free trade) clause on page: _____ <input type="checkbox"/> Economic boycott clause (per § 8-1-251) on page: _____ <input type="checkbox"/> If exempt from economic boycott clause, explain and cite statutory authority: _____ <input type="checkbox"/> This contract is for administrative services. <input type="checkbox"/> Ethics/nepotism clause (per EO 726 , ¶ 4) on page: _____ <input type="checkbox"/> Disclosure statement required by § 41-16-82 is attached (or contract is for \$5,000 or less). <input type="checkbox"/> Immigration documentation attached (e.g., E-Verify/Certificate of Compliance). (See FPPM .)
<p>I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.</p>
_____ Agency/Department Head Signature Name of Agency/Department
Name & Phone # of Agency Contact: _____

Please call the Governor's Legal Office at (334) 242-7120 for questions about this form. Revised September 2023

Appendix C: Pricing

	Months	Monthly Firm and Fixed Rate	Annual Cost (Months X Monthly Firm and Fixed Rate)
Year 1	12		
Year 2	12		
Year 3	12		
Year 4	12		
Year 5	12		
TOTAL 5 Year Firm and Fixed Price			

The Contractor must utilize this Pricing Form to provide their Total 5 Year Firm and Fixed Price by year.

Appendix D: Minimum Data Set

Data Element Name
Sending Application
Sending Facility
Receiving Application
Receiving Facility
Date/Time of Message
Security
Message Type
Message Control ID
Processing ID
Version ID
Set ID
Patient ID
Patient Identifier List
Alternate Patient ID - PID
Patient Name
Mother's Maiden Name
Date/Time of Birth
Administrative Sex
Patient Alias
Race
Patient Address
County Code
Phone Number - Home
Phone Number - Business
Primary Language
Marital Status
Religion
Patient Account Number
SSN Number - Patient
Driver's License Number - Patient
Mother's Identifier
Ethnic Group
Set ID - PV1
Patient Class
Assigned Patient Location
Admission Type
Preadmit Number
Prior Patient Location
Attending Doctor
Referring Doctor
Consulting Doctor

Data Element Name
Hospital Service
Temporary Location
Preadmit Test Indicator
Re-admission Indicator
Admit Source
Ambulatory Status
VIP Indicator
Admitting Doctor
Patient Type
Visit Number
Financial Class
Charge Price Indicator
Courtesy Code
Credit Rating
Contract Code
Contract Effective Date
Contract Amount
Contract Period
Interest Code
Transfer to Bad Debt Code
Transfer to Bad Debt Date
Bad Debt Agency Code
Bad Debt Transfer Amount
Bad Debt Recovery Amount
Delete Account Indicator
Delete Account Date
Discharge Disposition
Discharged to Location
Diet Type
Servicing Facility
Bed Status
Account Status
Pending Location
Prior Temporary Location
Admit Date/Time
Discharge Date/Time
Set ID - OBR
Placer Order Number
Filler Order Number
Universal Service Identifier
Priority - OBR
Requested Date/Time
Observation Date/Time

Data Element Name
Observation End Date/Time
Collection Volume
Collector Identifier
Specimen Action Code
Danger Code
Relevant Clinical Information
Specimen Received Date/Time
Specimen Source
Ordering Provider
Order Callback Phone Number
Placer Field
Placer Field
Filler Field
Filler Field
Results Rpt/Status Chng – Date/Time
Charge to Practice
Diagnostic Service Section ID
Result Status
Parent Result
Quantity/Timing
Result Copies
Parent
Transportation Mode
Reason for Study
Principal Result Interpreter
Set ID - OBX
Value Type
Observation Identifier
Observation Sub-ID
Observation Value
Units
Reference Range
Abnormal Flags
Probability
Nature of Abnormal Test
Observation Result Status
Effective Date of Reference Range Values
User Defined Access Checks
Date/Time of the Observation
Producer's Reference
Responsible Observer
Observation Method
Equipment Instance Identifier

Data Element Name
Date/Time of the Analysis
Reserved for harmonization with v2.6
Reserved for harmonization with v2.6
Reserved for harmonization with v2.6
Performing Organization Name
Performing Organization Address
Performing Organization Medical



State of Alabama Solicitation

Solicitation RFP 062 24000000068	Document Phase Final	Document Description Lab Data Integration
Procurement Folder 1910602	Creation Date 02/07/24	Print Date 02/13/24

Request for Proposals

CONTACTS

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

Bids will be accepted from: 02/16/24
to: 03/21/24

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

COMMODITY INFORMATION

Group: 1	Line: 1	Line Type: Service
Commodity Code: PRF08		Quantity:
Commodity Description: CONSULTING SERVICES (HEADER LINE)		Unit:
Extended Description:		

CONSULTING SERVICES (HEADER LINE ONLY***DO NOT USE)

SHIPPING AND BILLING

<p>Shipping</p> <p>Medicaid Headquarters Shipping 501 Dexter Avenue Montgomery, AL 36104</p> <p>Delivery Date:</p>	<p>Billing</p> <p>Medicaid Headquarters Billing 501 Dexter Avenue Montgomery, AL 36104</p> <p>Delivery Type:</p>
--	--

COMMODITY INFORMATION

Group: 1	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

Medicaid Headquarters Billing
501 Dexter Avenue
Montgomery, AL 36104

Delivery Type:

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Request for Proposal Standard Terms and Conditions

1. Authority

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

2. Prohibited Contacts; Inquiries regarding this RFP

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

3. Nonresponsive Proposals

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

4. Changes to RFP; Changes to Schedule

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

5. Expenses of Proposal

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

6. Rejection of Proposals

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

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

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

9. Not to Constitute a Debt of the State

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

10. Proration

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

11. Non-appropriation of funds

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

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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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.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any 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.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

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

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

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

30. Solicitation Responses and Results

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

31. Exception to Terms and Conditions

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

32. Intent to Award

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

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

34. Click Wrap

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

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

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

37. Merit System Exclusion

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

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38. Severability

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

39. Volume of Business

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

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

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

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

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

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Revised 08/31/2023

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ATTENTION: Alabama Medicaid intends to post Lab Data Integration specifications document by the close of business on 02/16/24, to 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: LDIRFP@medicaid.alabama.gov

RFP # 2024-LDI-01**Alabama Medicaid Agency Lab Data Integration RFP****Proposer Questions and Agency Answers****03/12/2024**

Question ID:	1
Date Question Asked:	02/22/24
Question:	What is the budget for this project? Year One: product and implementation costs? Out years: product costs and managed services?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The estimated budget for this procurement will not be provided. The Agency requests all prospective proposers to submit their best and final price.
Question ID:	2
Date Question Asked:	02/22/24
Question:	What is the existing data platform noted in the RFP document?
Section Number:	I
RFP Page Number:	7
Agency Answer:	The existing platform is a cloud-based platform that integrates HL7 messages.
Question ID:	3
Date Question Asked:	02/22/24
Question:	How many out years do you all expect to be built in to proposals for the managed services portion?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The resulting Vendor contract could be for a maximum 5 years.

Question ID:	4
Date Question Asked:	02/26/24
Question:	Can Medicaid provide either an official number or an estimated number of labs that are not currently providing data? Additionally, are all potential labs located within Alabama?
Section Number:	II.E Planning Requirements
RFP Page Number:	8
Agency Answer:	A labs listing will be provided within 30 days after the contract effective date. Yes, all labs are with the State of Alabama.
Question ID:	5
Date Question Asked:	02/26/24
Question:	Can Medicaid provide the number of labs currently providing data?
Section Number:	II.A. Implementation Requirements
RFP Page Number:	8
Agency Answer:	Today, there are 10 Independent labs groups providing an average file size is 1,067 kb.
Question ID:	6
Date Question Asked:	02/26/24
Question:	As this project has been identified as “takeover proposal with enhancements” (page 7), can Medicaid provide any detail about the current cloud environment such as the size of the current database, how much storage is included, how much storage is currently being used, and how much storage is available? This information would be beneficial to serve as a baseline for future scalability considerations.
Section Number:	II.H. Implementation Requirements
RFP Page Number:	8
Agency Answer:	The current cloud solution resides AWS. The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months.

Question ID:	7
Date Question Asked:	02/26/24
Question:	Based on the two sections of the RFP described, would it be safe to assume that the data retention requirement would not exceed a total of 8 years in the event that the full contract term plus applicable extension periods were exercised?
Section Number:	II.H Ongoing Work Requirements & VIII.BB
RFP Page Number:	8 & 24
Agency Answer:	Agency Data retention policies are outlined in the Records Disposition Authority (RDA) and applicable Interoperability requirements and will effective upon contract start date.
Question ID:	8
Date Question Asked:	02/26/24
Question:	Would historical data include lab results data that has currently been collected, or historical from the effective date of the contract resulting from this RFP? If it would include current data, would we need to provide a data migration plan with our response to import data into the new environment?
Section Number:	II.I Ongoing Work Requirements
RFP Page Number:	8
Agency Answer:	As stated on RFP page 8, Item G, Vendor must demonstrate their capacity and capability to implement, transition, and maintain interface connectivity.
Question ID:	9
Date Question Asked:	02/26/24
Question:	Currently, what is the frequency of lab results data being received from participating labs (i.e. daily, weekly, monthly)?
Section Number:	II.A Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	Medicaid receives the lab results monthly.

Question ID:	10
Date Question Asked:	02/26/24
Question:	Is there a difference between “State-approved labs” noted in Section E of the Ongoing Work Requirements and “labs” noted in Section E of the Planning Requirements section? In essence, could there be “labs” that the Vendor identifies that would not be considered “State-approved labs,” or is there a known list of labs that would need to be recruited?
Section Number:	II.E. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	Any lab(s) that provide(s) services reimbursed by Alabama Medicaid are deemed “state-approved” within the scope of this RFP. Alabama Medicaid will provide a lab listing within 30 days of contract award.
Question ID:	11
Date Question Asked:	02/27/24
Question:	You noted that you currently use "a cloud-based platform to collect, parse, and transmit integrate the lab test results in to the Agency's data lake". Is this current Data Lake included in that "cloud-based platform", or does the Data Lake exist as a separate solution?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	Medicaid’s Data Lake is a separate solution that resides in the Agency’s Azure cloud and is outside the scope of this RFP.
Question ID:	12
Date Question Asked:	02/27/24
Question:	What technologies are used in your current Data Lake environment?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	Medicaid’s Data Lake is a separate solution that resides in the Agency’s Azure cloud.
Question ID:	13
Date Question Asked:	02/27/24
Question:	Are are open to a new Data Lake platform?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	Medicaid’s Data Lake is a separate solution that resides in the Agency’s Azure cloud and is outside the scope of this RFP.

Question ID:	14
Date Question Asked:	02/27/24
Question:	If you are open to a new Data Lake platform, can the new Data Lake be on the Cloud?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	Medicaid's Data Lake is a separate solution that resides in the Agency's Azure cloud and is outside the scope of this RFP.
Question ID:	15
Date Question Asked:	02/27/24
Question:	Do you have a current design or vision for the format of Alabama's One Health Record®? Or do you look to the vendor selected to design that for you?
Section Number:	II. B Planning Requirement
RFP Page Number:	7
Agency Answer:	Please refer to RFP page 12, Item G for any applicable, standardized data formats/protocols/interfaces to be addressed in Vendor's response.
Question ID:	16
Date Question Asked:	02/27/24
Question:	What standard-based file transmission protocols does Alabama currently have experience using?
Section Number:	II. B Planning Requirement
RFP Page Number:	7
Agency Answer:	Please refer to RFP page 12, Items A-Q for any applicable, standardized data formats/protocols/interfaces to be addressed in Vendor's response.
Question ID:	17
Date Question Asked:	02/27/24
Question:	Do you have a current list of all the labs approved by the Agency?
Section Number:	II. G Planning Requirement
RFP Page Number:	8
Agency Answer:	Yes. Alabama Medicaid will provide a lab listing within 30 days of contract award.

Question ID:	18
Date Question Asked:	02/27/24
Question:	How much does this list of labs change? As in, how many labs are added per month, how many removed per month, etc.
Section Number:	II.G Planning Requirements
RFP Page Number:	8
Agency Answer:	Infrequently. Alabama Medicaid will provide a lab listing within 30 days of contract award.
Question ID:	19
Date Question Asked:	02/27/24
Question:	Do you have a definition of your meaning of a "Data Management Plan"?
Section Number:	II.H Planning Requirement
RFP Page Number:	8
Agency Answer:	Alabama Medicaid will provide a Data Management Plan template within 30 days of contract effective date.
Question ID:	20
Date Question Asked:	02/27/24
Question:	By stating "file format(s)", do you envision that there will be different file formats for different labs? Or a singular, standardized file format?
Section Number:	II.A. Implementation Requirement
RFP Page Number:	8
Agency Answer:	Medicaid will only accept standardized file formats, including but not limited to HL7.
Question ID:	21
Date Question Asked:	02/27/24
Question:	What is the expected scale of lab results data -- i.e. how many GB of data daily, how many records daily, how many fields per record, size of fields, etc.?
Section Number:	II.A. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months.

Question ID:	22
Date Question Asked:	02/27/24
Question:	How often is the "periodic basis" on which the you need to parse, format and generate feeds for submission to Medicaid and the State HIE, Alabama One Health Record@.
Section Number:	II.B. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	The current frequency of file submission to the Agency is monthly. The Alabama HIE frequency is undetermined currently.
Question ID:	23
Date Question Asked:	02/27/24
Question:	Can you specify your "reasonable timeframe" for providing historical data? That is, would that be measured in weeks, days, hours, minutes, seconds, other?
Section Number:	II.I. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	The Agency's urgency of a historical data request will determine what is deemed a reasonable time frame.
Question ID:	24
Date Question Asked:	02/27/24
Question:	You note that the number of months of data to retain will not be known until after the contract is awarded. But without that information, it is impossible to effectively estimate the amount of storage space and cost is required. Can some estimate of file counts and sizes be provided?
Section Number:	II.F. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months.
Question ID:	25
Date Question Asked:	02/27/24
Question:	If you cannot provide any data sizing requirements, can we provide a flexible quote for data storage cost, that may fluctuate depending upon the file size requirements?
Section Number:	II.F. Ongoing Work Requirements
RFP Page Number:	9
Agency Answer:	The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months.

Question ID:	26
Date Question Asked:	02/27/24
Question:	Do you expect that the data set will remain near this count of 134 fields, and that it will not grow significantly?
Section Number:	Appendix D: Minimum Data Set
RFP Page Number:	46-49
Agency Answer:	We expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.
Question ID:	27
Date Question Asked:	02/27/24
Question:	What is the expected budget? For the first 2 years and for the subsequent 3 option years?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The estimated budget for this procurement will not be provided. The Agency requests all prospective proposers to submit their best and final price.
Question ID:	28
Date Question Asked:	02/27/24
Question:	Is budget allocated for this, or will there be a process of securing budget after a vendor is selected?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The estimated budget for this procurement will not be provided. The Agency requests all prospective proposers to submit their best and final price.
Question ID:	29
Date Question Asked:	02/27/24
Question:	The RFP states that we must submit our proposal with the contract at Appendix B signed. I note that appendix B is not a contract for professional services. Will the State be open to negotiating a Contract for professional services post award? It is expected this contract would contain insurance requirements, limitations on liability, indemnification, Intellectual property ownership, etc.
Section Number:	Appendix B
RFP Page Number:	28-44
Agency Answer:	No. Vendor response must address all RFP requirements as a single contractual solution.

Question ID:	30
Date Question Asked:	02/27/24
Question:	Should we provide our standard professional services contract for the States consideration since Appendix B of the RFP does not address legal terms for professional services? Or is there another contract the State would like to use that we can review and provide proposed changes in track changes?
Section Number:	Appendix B
RFP Page Number:	28-44
Agency Answer:	No. Vendor response must address all RFP requirements as a single contractual solution.
Question ID:	31
Date Question Asked:	02/27/24
Question:	Are there particular insurance requirements that State will require, and may we have these requirements prior to the proposals due date? Are those insurance requirements negotiable?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must address all RFP requirements.
Question ID:	32
Date Question Asked:	02/27/24
Question:	How many unique endpoints are you looking to integrate?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Today, there are 10 Independent labs groups providing an average file size is 1,067, kb.
Question ID:	33
Date Question Asked:	02/27/24
Question:	How do you see that growing over time?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	We expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.

Question ID:	34
Date Question Asked:	02/27/24
Question:	What tool are you using for your data lake?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Medicaid's Data Lake is a separate solution that resides in the Agency's Azure cloud and is outside the scope of this RFP.
Question ID:	35
Date Question Asked:	02/27/24
Question:	"Please provide the number of users and the number of people leaders impacted."
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Those numbers are undetermined at this time.
Question ID:	36
Date Question Asked:	02/27/24
Question:	Does the Agency allow for multiple response submissions?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No. Vendor response must address all RFP requirements as a single contractual solution.
Question ID:	37
Date Question Asked:	02/27/24
Question:	Project Timeline and Milestones: Can you provide a detailed timeline for the project, including key milestones and deadlines for each phase of the RFP process, system design, development, testing, and deployment stages?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section B, Schedule of Events on Page 3.
Question ID:	38
Date Question Asked:	02/27/24
Question:	Project Timeline and Milestones: Can you provide a detailed timeline for the project, including key milestones and deadlines for each phase of the RFP process, system design, development, testing, and deployment stages?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section B, Schedule of Events on Page 3.

Question ID:	39
Date Question Asked:	02/27/24
Question:	Delivery and Acceptance Criteria: Can you detail the specific criteria and processes for the acceptance of deliverables at each stage of the project? How will success be measured, and what are the requirements for moving from one phase to the next?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Proposed Solution, Items A-Q, pages 11-12.
Question ID:	40
Date Question Asked:	02/27/24
Question:	Communication and Reporting: What are your preferences for project communication and reporting? How frequently do you expect updates, and through which channels (e.g., email updates, weekly calls, monthly status reports)? Who are the key stakeholders to be included in these communications?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Proposed Solution, Items A-Q, pages 11-12.
Question ID:	41
Date Question Asked:	02/27/24
Question:	Risk Management and Escalation Procedures: Can you outline the expected risk management procedures for this project? How should potential risks be identified, reported, and mitigated? What is the escalation process for addressing unforeseen challenges or delays that could impact project timelines or deliverables?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Scope of Work, General and Planning requirement, pages 7-8, and General Terms And Conditions on page 20. This contract will be administered by the Agency's Chief Data Officer, Data Governance Office, under the IST Department.

Question ID:	42
Date Question Asked:	02/27/24
Question:	Quality Assurance Processes: Can you specify the quality assurance (QA) processes and standards expected for this project? Are there specific methodologies (e.g., Agile QA, Waterfall, TDD) or frameworks (e.g., ISO 9001) that we should adhere to?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA within their proposed solution.
Question ID:	43
Date Question Asked:	02/27/24
Question:	Testing Requirements: What are the specific testing requirements for the project, including unit testing, integration testing, system testing, and user acceptance testing (UAT)? Are there any industry-specific regulations or standards that the testing processes must comply with?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Proposed Solution, Items A-Q, pages 11-12.
Question ID:	44
Date Question Asked:	02/27/24
Question:	Performance Metrics and Benchmarks: Can you detail the performance metrics and benchmarks that the final solution should meet or exceed? How will these metrics be measured and validated during the QA process?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA within their proposed solution. The Agency will provide a template the Data Management Plan within 30 days contract effective date.

Question ID:	45
Date Question Asked:	02/27/24
Question:	Defect Management and Resolution: What is the expected process for defect tracking, management, and resolution throughout the project lifecycle? How should defects be prioritized, and what are the timelines for addressing critical issues?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Quality Assurance (QA) within their proposed solution. The Agency will provide a template the Data Management Plan within 30 days contract effective date.
Question ID:	46
Date Question Asked:	02/27/24
Question:	Quality Control and Continuous Improvement: How do you envision the quality control and continuous improvement processes to be integrated into the project? Are there specific tools, technologies, or practices (e.g., automated testing, continuous integration/continuous deployment pipelines) that you expect to be utilized?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA within their proposed solution. The Agency will provide a template the Data Management Plan within 30 days contract effective date.
Question ID:	47
Date Question Asked:	02/27/24
Question:	What specific data exchange protocols and formats (e.g., HL7 FHIR, HL7 V2.x) are required for integration with existing healthcare systems and the State HIE?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	TBD. Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.

Question ID:	48
Date Question Asked:	02/27/24
Question:	Can you specify the security protocols and encryption standards required for data at rest and in transit within the proposed lab data integration solution?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section VIII, General Terms and Conditions Item A-F, Page 20-21.
Question ID:	49
Date Question Asked:	02/27/24
Question:	Are there any specific cloud platforms or technologies (AWS, Azure, Google Cloud) preferred or mandated for the deployment of the solution?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No.
Question ID:	50
Date Question Asked:	02/27/24
Question:	What are the detailed scalability requirements to handle peak data loads, including expected transaction rates and data volume growth projections?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months. We expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.
Question ID:	51
Date Question Asked:	02/27/24
Question:	Can you provide detailed specifications or schemas for the lab data sets that will be ingested, including any custom extensions or mappings needed?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP page 12, Items A-Q for any applicable, standardized data formats/protocols/interfaces to be addressed in Vendor's response.

Question ID:	52
Date Question Asked:	02/27/24
Question:	What is the expected frequency and volume of data updates, and how should the system handle real-time data processing and batch processing requirements?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	At a minimum, frequency is monthly. The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months.
Question ID:	53
Date Question Asked:	02/27/24
Question:	Are there specific requirements or frameworks for API management, including rate limiting, access control, and monitoring?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.
Question ID:	54
Date Question Asked:	02/27/24
Question:	Can you outline the compliance audit and reporting requirements, including any specific logs, metrics, or reports that must be generated by the system?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA within their proposed solution. The Agency will provide a template the Data Management Plan within 30 days contract effective date.

Question ID:	55
Date Question Asked:	02/27/24
Question:	What are the integration requirements with existing EMR/EHR systems, including any specific APIs or data exchange standards that must be supported?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	There is not an expectation of direct integration with EMR/EHR systems. However, Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution. Please refer to RFP page 12, Items A-Q for any applicable, standardized data formats/protocols/interfaces to be addressed in Vendor's response.
Question ID:	56
Date Question Asked:	02/27/24
Question:	What disaster recovery and data redundancy levels are required, including RPO (Recovery Point Objective) and RTO (Recovery Time Objective) targets?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Scope of Work, General and Planning requirement, pages 7-8, and General Terms And Conditions on page 20.
Question ID:	57
Date Question Asked:	02/27/24
Question:	How should the solution handle data quality and validation, including mechanisms for detecting and correcting errors in lab data submissions?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Quality (DQ) within their proposed solution. The Agency will provide a template the Data Management Plan within 30 days contract effective date.

Question ID:	58
Date Question Asked:	02/27/24
Question:	Are there specific requirements for data anonymization or pseudonymization for use in analytics or reporting to ensure patient privacy?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Scope of Work, General and Planning, Implementation requirements, pages 7-9, and General Terms and Conditions, Items A-F, pages 20-21.
Question ID:	59
Date Question Asked:	02/27/24
Question:	What is the detailed architecture for the desired cloud infrastructure, including considerations for multi-tenancy, data segregation, and service orchestration?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.
Question ID:	60
Date Question Asked:	02/27/24
Question:	What are the expectations for machine learning or AI capabilities within the system, including any specific models or algorithms that should be implemented?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach(s) and capabilities for clinical data integration with QA analysis within their proposed solution.

Question ID:	61
Date Question Asked:	02/27/24
Question:	How should the system support dynamic scaling and auto-scaling features to efficiently manage resources in response to varying load?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.
Question ID:	62
Date Question Asked:	02/27/24
Question:	Can you provide details on the user authentication and authorization model required for system access, including integration with existing identity management systems?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.
Question ID:	63
Date Question Asked:	02/27/24
Question:	What are the specific performance benchmarks for data processing latency, throughput, and system responsiveness under normal and peak loads?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA and platform performance within their proposed solution. Regarding Data Quality, the Agency will provide a template the Data Management Plan within 30 days of contract effective date.

Question ID:	64
Date Question Asked:	02/27/24
Question:	Are there any requirements for integrating with public health databases or other external data sources for enhanced data analysis or reporting?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No.
Question ID:	65
Date Question Asked:	02/27/24
Question:	What mechanisms for data backup and restore are required, and how frequently should backups be taken to meet data durability requirements?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach(s) and capabilities for data protection, availability, DR in their response.
Question ID:	66
Date Question Asked:	02/27/24
Question:	Can you elaborate on the version control and deployment strategy for the lab data integration solution, including CI/CD processes and environment management?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section II, Scope of Work, General and Planning, Implementation, and On-going operational requirements, pages 7-9, and General Terms and Conditions, Items A-F. pages 20-23.

Question ID:	67
Date Question Asked:	02/27/24
Question:	What specific data integration patterns (e.g., batch processing, real-time streaming, API-based integration) are preferred for this project?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution. Please refer to RFP page 12, Items A-Q for any applicable, standardized data formats/protocols/interfaces to be addressed in Vendor's response.
Question ID:	68
Date Question Asked:	02/27/24
Question:	Can you detail the data quality and validation rules required for incoming lab data, including any specific algorithms or processes for error detection and correction?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA and platform performance within their proposed solution. Regarding Data Quality, the Agency will provide a template the Data Management Plan within 30 days of contract effective date.
Question ID:	69
Date Question Asked:	02/27/24
Question:	Are there predefined data models and schemas for the lab data to be integrated, or will part of the project involve developing these models?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No. Use case(s) will be determined upon contract effective date.

Question ID:	70
Date Question Asked:	02/27/24
Question:	How should the proposed system manage and monitor data lineage and metadata to support traceability and auditing requirements?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Management within their proposed solution. Regarding Data Quality, the Agency will provide a template of the Data Management Plan within 30 days of contract effective date.
Question ID:	71
Date Question Asked:	02/27/24
Question:	What are the specific requirements for data transformation and normalization to ensure consistency across different lab data formats?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Management within their proposed solution. Regarding Data Quality (DQ), the Agency will provide a template of the Data Management Plan within 30 days of contract effective date.
Question ID:	72
Date Question Asked:	02/27/24
Question:	Can you specify the data retention policies and mechanisms required for compliance, including any data archival and purging processes?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Agency Data retention policies are outlined in the Records Disposition Authority (RDA) and applicable Interoperability requirements and will effective upon contract start date.

Question ID:	73
Date Question Asked:	02/27/24
Question:	What are the expectations around data governance, including data ownership, access controls, and change management procedures?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Management within their proposed solution. Regarding Data Quality, the Agency will provide a template of the Data Management Plan within 30 days of contract effective date.
Question ID:	74
Date Question Asked:	02/27/24
Question:	How will the system need to integrate with existing data warehouses or data lakes, including any specific protocols or formats for data ingestion and extraction?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution.
Question ID:	75
Date Question Asked:	02/27/24
Question:	Are there specific requirements or preferences for data pipeline orchestration tools and technologies (e.g., Apache Airflow, AWS Step Functions)?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No, except for those called out in the RFP. However, Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration within their proposed solution.

Question ID:	76
Date Question Asked:	02/27/24
Question:	What are the detailed specifications for the API layer, including RESTful APIs, GraphQL, or other interfaces for data access and manipulation?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration within their proposed solution.
Question ID:	77
Date Question Asked:	02/27/24
Question:	Can you provide details on the expected volume and velocity of data through the proposed data pipelines and how the system should scale to accommodate growth?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	At a minimum, frequency is monthly. The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months. We expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.
Question ID:	78
Date Question Asked:	02/27/24
Question:	What are the technical requirements for ensuring data consistency and integrity across distributed systems and databases?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Management within their proposed solution. Regarding Data Quality, the Agency will provide a template of the Data Management Plan within 30 days of contract effective date.

Question ID:	79
Date Question Asked:	02/27/24
Question:	How should the solution facilitate data exploration and analysis, including any requirements for ad-hoc querying and reporting capabilities?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to DQ data analysis and reporting within their proposed solution. The Agency will provide a template of the Data Management Plan within 30 days of contract effective date.
Question ID:	80
Date Question Asked:	02/27/24
Question:	Are there specific frameworks or platforms preferred for developing and deploying microservices as part of the system architecture?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No, except for any called out in the RFP. However, Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration within their proposed solution.
Question ID:	81
Date Question Asked:	02/27/24
Question:	What are the requirements for system and data monitoring, including tools and metrics for performance, availability, and usage analysis?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to QA and platform performance within their proposed solution. Regarding Data Quality, the Agency will provide a template the Data Management Plan within 30 days of contract effective date.

Question ID:	82
Date Question Asked:	02/27/24
Question:	Can you outline any specific requirements for implementing data encryption, both at rest and in transit, within the data pipelines and storage layers?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Currently, monthly file transfers to the Agency's Data Lake with the current platform are via SFTP. Please refer to RFP Section II, Scope of Work, General and Planning, Implementation, and On-going operational requirements, pages 7-9, and General Terms and Conditions, Items A-F. pages 20-23. Vendor response must demonstrate their standardized approach to requirements within their proposed solution.
Question ID:	83
Date Question Asked:	02/27/24
Question:	What is the desired approach for managing schema evolution and versioning for the integrated data, especially in the context of backward compatibility?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration within their proposed solution.
Question ID:	84
Date Question Asked:	02/27/24
Question:	How will the solution need to accommodate the integration of future data sources or expansion of data types without significant re-architecture?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The current lab database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months. We expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.

Question ID:	85
Date Question Asked:	02/27/24
Question:	What are the requirements for data deduplication and entity resolution across disparate data sources to ensure accurate data integration?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate their standardized approach to Data Quality analysis and reporting within their proposed solution. The Agency will provide a template of the Data Management Plan within 30 days of contract effective date.
Question ID:	86
Date Question Asked:	02/27/24
Question:	Can you provide details on the expected use cases for machine learning or advanced analytics within the integrated data environment, including any specific data preparation or feature engineering needs?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Use case(s) will be determined upon contract effective date. We do expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.
Question ID:	87
Date Question Asked:	02/27/24
Question:	Long-Term Vision: How does this project align with your organization's long-term strategic goals and objectives?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Data utilization to improve health outcomes.

Question ID:	88
Date Question Asked:	02/27/24
Question:	Success Metrics: Beyond the immediate project deliverables, what are the key performance indicators (KPIs) you will use to measure the success of this initiative in the context of your business objectives?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Future KPI's will be determined upon contract effective date as we expect the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract.
Question ID:	89
Date Question Asked:	02/27/24
Question:	User Involvement: How do you envision the involvement of end-users in the project's development lifecycle, particularly in requirements gathering and UAT phases?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Medicaid user involvement will be minimum at the platform level.
Question ID:	90
Date Question Asked:	02/27/24
Question:	Stakeholder Communication: What are the preferred channels and frequency for stakeholder communications and updates throughout the project lifecycle?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	This contract and communications will be managed and administered by the Agency's Chief Data Officer, Data Governance Office, under the IST Department.
Question ID:	91
Date Question Asked:	02/27/24
Question:	Budget Flexibility: Is there any flexibility in the budget outlined in the RFP, or are there specific financial constraints we should be aware of while preparing our proposal?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Budget information for this procurement will not be provided. The Agency requests all prospective proposers to submit their best and final price.

Question ID:	92
Date Question Asked:	02/27/24
Question:	Contractual Terms: Are there any non-negotiable contractual terms or conditions that bidders should be aware of when responding to this RFP?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Refer to the STAARS Document and the VIII. General Terms and Conditions.
Question ID:	93
Date Question Asked:	02/27/24
Question:	Integration with Existing Systems: Can you provide more details about the existing systems and technologies with which the new solution must integrate?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Vendor response must demonstrate all their standardized approach(s) and capabilities for clinical data integration with both the Agency Data Lake and Alabama's HIE, One Health Record® within their proposed solution. The Agency's Data Lake resides in their Microsoft Azure cloud. Alabama One Health Record® platform is the Intersystems Healthshare version 2023.1.
Question ID:	94
Date Question Asked:	02/27/24
Question:	Data Migration Needs: Are there specific requirements or challenges related to data migration from legacy systems to the new solution that we should consider?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	No. There is not an expectation of data migration from legacy systems.

Question ID:	95
Date Question Asked:	02/27/24
Question:	Training Requirements: What are your expectations regarding training for users and administrators of the new system? Are there preferences for on-site versus remote training sessions?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	However, Medicaid user involvement will be minimum at the platform level and training sessions approach will be discussed after contract effective date.
Question ID:	96
Date Question Asked:	02/27/24
Question:	Post-Implementation Support: What level of post-implementation support and maintenance are you looking for? Are there specific SLAs (Service Level Agreements) you have in mind?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The Agency will provide a template of the Data Management Plan within 30 days of contract effective date. Please refer to the RFP Scope of Work, On-going Operational work requirements on page 9.
Question ID:	97
Date Question Asked:	02/27/24
Question:	What is the budget for this project?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The estimated budget for this procurement will not be provided. The Agency requests all prospective proposers to submit their best and final price.
Question ID:	98
Date Question Asked:	02/27/24
Question:	Is it the program's intention to reprocur after five years?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	However, there is an expectation the data integration project and minimum data set to continue to grow and evolve with gradual maturity during the life of the contract and beyond.

Question ID:	99
Date Question Asked:	02/27/24
Question:	Is there an expected implementation date?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Please refer to RFP Section B, Schedule of Events on Page 3.
Question ID:	100
Date Question Asked:	02/27/24
Question:	On page 9's "Ongoing work Requirements" – Regarding the "periodic basis" (mentioned in points A, B and G), what is the period (daily, weekly, biweekly, monthly, bi-monthly, etc.), and is this flexible, based on project requirements?
Section Number:	II. A. B. G
RFP Page Number:	9
Agency Answer:	Currently, monthly file transfers to the Agency's Data Lake with the current platform are via SFTP. There is not a current integration with Alabama One Health Record®.
Question ID:	101
Date Question Asked:	02/27/24
Question:	How many labs will be included in the project scope (e.g., the number of labs currently and not currently participating)?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	The current lab group count is 10, and the present database is approximately 42,000 MB. The average file size is 1,067 kb over the last 12 months. Alabama Medicaid will provide a lab listing within 30 days of contract award.
Question ID:	102
Date Question Asked:	02/27/24
Question:	Who is the incumbent for the work, and can AMA provide the amount paid to the incumbent in the last fiscal year?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Medicaid will not disclose this information through the procurement process.

Question ID:	103
Date Question Asked:	02/27/24
Question:	In the Background section, there's a statement "RFP should be considered as a takeover proposal with enhancements". Will AMA provide the codebase for the takeover? If so, what is the programming language, environment, and architecture for the current system? Approximately how many lines of code is the current system?
Section Number:	N/A
RFP Page Number:	N/A
Agency Answer:	Medicaid will not disclose this information through the procurement process.