



# ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2019-LDI-01		RFP Title: Lab Data Integration RFP	
RFP Due Date and Time: April 5, 2019 by 5pm Central Time		Number of Pages: 55	
<b>PROCUREMENT INFORMATION</b>			
Project Director: Gary Parker		Issue Date: March 6, 2019	
E-mail Address: <a href="mailto:Meaningful.Use@medicaid.alabama.gov">Meaningful.Use@medicaid.alabama.gov</a> Website: <a href="http://www.medicicaid.alabama.gov">http://www.medicicaid.alabama.gov</a>		Issuing Division: Health Information Technology	
<b>INSTRUCTIONS TO CONTRACTORS</b>			
Return Proposal to:  Gary Parker Alabama Medicaid Agency Lurleen B. Wallace Building 501 Dexter Avenue PO Box 5624 Montgomery, AL 36103-5624		Mark Face of Envelope/Package: RFP Number: 2019-LDI-01 RFP Due Date: April 5, 2019 by 5pm CT  Firm and Fixed Price:	
<b>CONTRACTOR INFORMATION</b> <i>(Contractor must complete the following and return with RFP response)</i>			
Contractor Name/Address:		Authorized Contractor Signatory: (Please print name and sign in ink)	
Contractor Phone Number:		Contractor FAX Number:	
Contractor Federal I.D. Number:		Contractor E-mail Address:	

## Section A. RFP Checklist

1. \_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_ **Note the project director's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the project director by the due date(s) listed in the Schedule of Events and view the answers as posted on the WEB. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
4. \_\_\_\_ **Use the forms provided,** i.e., cover page, disclosure statement, etc.
5. \_\_\_\_ **Check the State's website for RFP addenda.** It is the Contractor's responsibility to check the State's website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov) for any addenda issued for this RFP, no further notification will be provided. Contractors 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 Contractor'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 Contractor'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 Contractor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates and will be impacted by the number of proposals received. The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov).

<b>EVENT</b>	<b>DATE</b>
RFP Issued	March 6, 2019
RFP Questions Due	March 20, 2019
RFP Questions and Answers Posted	March 27, 2019
Proposals Due by 5 pm CT	April 5, 2019
Evaluation Period	April 10-26 , 2019
Contract Award Notification	May 1, 2019
**Contract Review Committee	June 6, 2019
Official Contract Award//Begin Work	July 1, 2019

\* \*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 “Contractor 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. General Medicaid Information

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

Medicaid's central office is located at 501 Dexter Avenue in Montgomery, Alabama. Central office personnel are responsible for data processing, program management, financial management, program integrity, general support services, professional services, and recipient eligibility services. For certain recipient categories, eligibility determination is made by Agency personnel located in eleven (11) district offices throughout the state and by one hundred forty (140) out-stationed workers in designated hospitals, health departments and clinics. Medicaid eligibility is also determined through established policies by the Alabama Department of Human Resources and the Social Security Administration. In 2015, an average of 1,049,787 Alabama citizens were eligible for Medicaid benefits through a variety of programs.

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

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

Additional program information can be found at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov).

## II. Overview

In 2009, the Alabama Medicaid Agency became the State Designated Entity (SDE) for the State's Health IT Programs: Promoting Interoperability (formerly called Meaningful Use) and the State Health Information Exchange (HIE), One Health Record®. These programs were established under the Health Information Technology Economic and Clinical Health (HITECH) Act, as part of the American Recovery and Reimbursement Act of 2009, to improve the quality, safety, and efficiency of patient care. The Center for Medicare and Medicaid Services (CMS) is the federal program that provides federal oversight and funding for the programs and the related Health IT activities.

As a result of these initiatives, healthcare is moving toward a value-based care model and away from a straight fee-for-service model. Clinical lab results represent an integral component in this shift, assisting health professionals and health plans in providing appropriate and sufficient care. This, consequently, equates to increased value via improved patient outcomes and decreased costs.

*Note: More specific information about both the Promoting Interoperability and One Health Record programs can be found on the Alabama Medicaid website [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov) or at Alabama's One Health Record website [www.onehealthrecord.alabama.gov](http://www.onehealthrecord.alabama.gov).*

The Alabama Medicaid Agency ('Medicaid' or 'the Agency') is issuing this Request for Proposals (RFP) for the procurement of services from a Vendor to establish the connectivity and processes necessary to collect, parse, and transmit test result data from labs in Alabama. The Vendor shall also provide and utilize the requisite methods and procedures to recruit and assist these labs in their data sharing.

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



### **III. Scope of Work**

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

#### **1. General Requirements**

- A. Comply with the provisions of Title 42 of the Code of 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 this provision. All parties shall comply with the applicable provisions of Title 42 of the Code of Federal Regulations, Subpart 495, particularly, Sections 495.346, 495.348, 495.354, and 495.360
- D. Must submit a written statement stating the Contractor acknowledges and will comply with the requirements set forth in the entire RFP.

#### **2. Planning Requirements**

- A. Vendor must collaborate with appropriate Medicaid staff to determine a standardized, agree-upon file format for transmitting lab results data to the Agency.
- B. Vendor must collaborate with appropriate Medicaid staff to determine a secure, agree-upon file transmission method from the Vendor to the Agency.
- C. Vendor must participate in testing efforts sufficient to ensure the file transmission mechanism from Vendor to the Agency 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 must provide a recruitment plan to identify labs to target for recruitment and provide to the Agency for final approval.
- F. Any additional data elements submitted must be noted, and included in the data dictionary.
- G. Vendor must work to recruit those labs approved by the Agency to participate in the lab results data sharing effort.
- H. Vendor must submit a plan to recruit the necessary number of labs required to insure that Medicaid is receiving all lab results on its recipient population.

- I. Vendor will be required to provide a complete environmental scan within 6 months of contract award. Medicaid will work with the Vendor to determine the requirements and details that will comprise the environmental scan once the contract has been awarded
- 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.

### **3. 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 agree-upon file format.
- C. 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.
- D. 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 (e.g., HIV results, 'Part 2' data, etc.).
- E. Vendor must perform sufficient testing to ensure accurate data mapping for each lab. Test results must be submitted to the Agency for final review and approval.
- F. Vendor must work with participating labs to determine and implement secure, agreed-upon file transmission method(s) from the labs to the Vendor.
- G. Vendor must agree to a Medicaid-hosted solution implemented and managed by the contract awardee.

### **4. Ongoing Work Requirements**

- A. Vendor must have the 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 in the agreed-upon format for submission to Medicaid.
- C. Vendor must transmit the generated data files to Medicaid via the agreed-upon file transmission method.
- 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.

- 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 be determined 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 annual, at a minimum, reports on participating labs and their performance statistics (e.g., error rate per lab, each lab's percentage of the total number of records received, etc.).

## **5. Staffing Requirements**

- A. The Contractor 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. The Contractor 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. The Contractor shall obtain Agency approval prior to hiring or designating any individual to a key staff position. The Contractor must provide to the Agency any supporting documentation that is requested by the Agency.
- C. The Contractor may request a waiver of stated credentials or other staffing requirements in accordance with Section IX.X of this RFP. The Agency has the sole discretion to allow for any exception to stated credentials or requirements. In consideration of the Contractor's waiver request, the Agency may request any supporting information from the Contractor.

## **IV. Evaluation Criteria**

### **1. 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.
  1. Organization's approach to coordination and communication with the targeted lab sources.
  2. Identify resources required from the vendor and from the lab source
  3. Describe the methodologies and tools used
- E. Experience with health payer and other sources of clinical information.  
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  
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  
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
  1. Describe the organization's experience in cleaning and editing raw data feeds to ensure consistency and accuracy.
  2. Describe the processes used to clean and edit raw data feeds to ensure consistency and accuracy
  3. Describe the quality assurance and testing processes used to test incoming data feeds and outgoing data feed.
  4. Describe the organization's process to provide feedback to clients and data vendors about data quality
  5. 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.

## **2. 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:
  - 1. The organization's approach to coordination and communication with the targeted lab sources.
  - 2. Resources required from the vendor and from the lab
  - 3. 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 and 3.0. Please distinguish between clinical data formats.
- H. Provide a detailed plan for the implementation of acquisition interfaces and data transport methods such as web services, batch files, secure FTP, etc...
- I. Provide a detailed plan for the data Validation and Transformation items listed below:
  - 1. Cleaning and editing raw data feeds to ensure consistency and accuracy.
  - 2. Quality assurance and testing processes used to test incoming data feeds and outgoing data feed.
  - 3. Provide feedback to clients and data vendors about data quality
  - 4. 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.
  - 1. Organization's approach to coordination and communication with the targeted lab sources.
  - 2. Identify resources required from the vendor and from the lab source

3. 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.

### **3. 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, and IT Director. The Contractor must provide resumes for all key personal with the submission of the RFP response.

## V. Pricing

Contractor's response must specify a firm and fixed fee for the services sought under this RFP. The Firm and Fixed Price for each year of the proposed contract and optional extensions must be separately stated in the Pricing Template in Appendix C and the RFP Cover Sheet on the first page of this document.

## VI. Corporate Background and References

### 1. Entities submitting proposals and all subcontractors must:

- A. Provide evidence that the Contractor 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.
- B. Provide a description of the Contractor's organization, including:
  1. Date established
  2. Ownership (public company, partnership, subsidiary, etc.). Include an organizational chart depicting the Contractor'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 Contractor 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. Describe any experience relating to Medicaid agencies or other entities for which the Contractor previously or currently performs similar work.
  8. Contractor'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.
  9. Details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents or subcontractors of which the Contractor 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. Provide all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (a business corporation incorporated under a law other than the law of this state) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, (334) 242-5324, [www.sos.state.al.us](http://www.sos.state.al.us). The

Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the bid.

- D. Within the last three years, describe the overall ability to perform the Retrospective Inpatient Hospital Services Review Program including the technologies, special techniques, skills or abilities of the organization necessary to accomplish the project requirements, data processing and analysis capabilities.
- E. Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered. **The Contractor will not use any Alabama Medicaid Agency personnel as a reference.** Medicaid reserves the right to use any information or additional references deemed necessary to establish the ability of the Contractor to perform the conditions of the contract.

## VII. General

This document outlines the qualifications which must be met in order for an entity to serve as Contractor. It is imperative that potential Contractors describe, **in detail**, how they intend to approach the Scope of Work specified in Section III 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 Contractor 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.

## VIII. Transmittal Letter

As part of this proposal, the Contractor must submit a Transmittal Letter. The Transmittal Letter must be an offer from the Contractor in the form of a standard business letter on business letterhead. The Proposal Transmittal Letter must reference and respond to the following subsections in sequence and include corresponding documentation as required. Following the cover sheet and table of contents, the Transmittal Letter must be the first page of the Proposal.

1. The letter must be signed by a company officer empowered to bind the Contractor to the provisions of this RFP and any contract awarded pursuant to it.
2. The letter must provide the name, physical location address (a PO Box address is unacceptable), e-mail address, and telephone number of the person Medicaid should contact regarding the Proposal.
3. The letter must state that the Proposal remains valid for at least one hundred and eighty (180) days subsequent to the Proposal Due Date (Section B, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the Contractor and



Medicaid.

4. The letter must contain a statement stating that the Contractor has an understanding of and will comply with the terms and conditions as set out in this RFP. Additions or exceptions to the standard terms and conditions are not allowed.
5. The letter must contain a statement stating that the Contractor has an understanding of and will comply with the specifications and requirements described in this RFP.
6. The letter must include a statement identifying any and all subcontractors, if any, who are needed in order to satisfy the requirements of this RFP.
7. The Contractor must acknowledge and state their compliance with the requirements listed in Section 2.6 -Breach of Contract.
8. The Contractor must acknowledge and state their compliance with the applicable requirements of Alabama Medicaid Administrative Code and any revisions thereof, and the applicable requirements of the Alabama Medicaid Provider Manual and any revisions thereof.

## IX. Submission Requirements

### 1. Authority

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

In accordance with 45 CFR 74.43, the State encourages free and open competition among Contractors. 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.

### 2. Single Point of Contact

From the date this RFP is issued until a Contractor 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. **Contractors 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 Contractor from further consideration. Contact information for the single point of contact is as follows:

*Project Director:*

*Address:*

**Gary D. Parker**

**Alabama Medicaid Agency**

**Lurleen B. Wallace Bldg.**

**501 Dexter Avenue**

**PO Box 5624**

**Montgomery, Alabama 36103-5624**

*E-Mail Address:*

[Meaningful.Use@medicaid.alabama.gov](mailto:Meaningful.Use@medicaid.alabama.gov)

### **3. RFP Documentation**

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

### **4. Questions Regarding the RFP**

Contractors 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 Agency's website as described in the Schedule of Events.

### **5. Acceptance of Standard Terms and Conditions**

Contractor must submit a statement stating that the Contractor 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. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Contractor's proposal being deemed non-responsive.

### **6. Adherence to Specifications and Requirements**

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

### **7. Order of Precedence**

In the event of inconsistencies or contradictions between language contained in the RFP and a Contractor'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 Contractor's proposal in the event of an inconsistency, ambiguity, or conflict.

### **8. Contractor's Signature**

The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Contractor. The Contractor'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.

### **9. Offer in Effect for 180 Days**

A proposal may not be modified, withdrawn or canceled by the Contractor for a 180-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 Contractor so agrees in submitting the proposal.

## **10.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 Contractor. The State is not liable for any expense incurred by the Contractor in the preparation and presentation of their proposal or any other costs incurred by the Contractor prior to execution of a contract.

## **11.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 Contractor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Contractor'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.

## **12.Price**

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

## **13.Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2019-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 Contractor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

## **14.Copies Required**

Contractors must submit one original hardcopy Proposal with original signatures in ink in binder form, plus two electronic copies of the Proposal on CD/DVD or flash drive clearly labeled with the Contractor name. One electronic copy **MUST** be a complete Microsoft Word version of the Contractor's response. The Contractor may submit PDF copies for Contractor

attachments or forms requiring signatures (e.g. RFP Coversheet, Transmittal Letter, or Pricing Template). The second electronic copy MUST be a complete PDF copy of the Proposal with any information asserted as confidential or proprietary removed. Vender must identify the original hard copy clearly on the outside of the Proposal.

## **15.Late Proposals**

*Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Contractor'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 Contractor at the expense of the Contractor or destroyed if requested.

## **16.E-Verify Memorandum of Understanding**

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

## **17.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 Contractor 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 Contractor 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 Contractor'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 Contractor's proposal.

## **18. Proposal Withdrawal**

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

## **19. Proposal Amendment**

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

## **20.Proposal Errors**

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

## **21.Proposal Clarifications**

The Agency reserves the right to request clarifications with any or all Contractors 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 Contractor must put such clarifications in writing within the specified time frame.

## **22.Disclosure of Proposal Contents**

Proposals and supporting documents are kept confidential until the evaluation process is complete and a Contractor has been selected, and the Contract has been fully executed. The Contractor 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 Contractor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL". The Contractor 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 Contractor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Contractor as confidential. If the Contractor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

# **X. 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 Contractor meets the mandatory requirements listed in Appendix A will be deemed non-responsive and not considered further in the evaluation process (and thereby rejected).

## **B. Determination of Responsibility**

The Project Director will perform a compliance review to determine Contractor's compliance with the requirements of the RFP and to ensure the standards of responsibility are met. In determining responsibility, the Project Director may consider factors such as, but not limited to, the Contractor'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 Contractor is found non-responsible, a written determination will be made a part of the procurement file and mailed to the affected Contractor.

## **C. Opportunity for Additional Information**

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

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

## **F. Determination of Successful Proposal**

The Contractor 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 Contractor's proposal through the supervisory chain to the Commissioner, with documentation to justify the Committee's recommendation.

When the final approval is received, the State will notify the selected Contractor. If the State rejects all proposals, it will notify all Contractors. The State will post the award on the Agency

website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov). The award will be posted under the applicable RFP number.

## **XI. 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 Contractor 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 July 1, 2019, through June 30, 2021. Alabama Medicaid shall have the option unilaterally extending the contract for three, one year options after review 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 Contractor 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 Medicaid (Appendix B).

### **F. Security and Release of Information**

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

### **G. Federal Nondisclosure Requirements**

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



prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

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

#### **H. Contract a Public Record**

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

#### **I. Termination for Bankruptcy**

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

#### **J. Termination for Default**

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

#### **K. Termination for Unavailability of Funds**

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

## **L. Proration of Funds**

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

## **M. Termination for Convenience**

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

## **N. Force Majeure**

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

## **O. Nondiscriminatory Compliance**

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

## **P. Conflict of Interest**

The parties acknowledge and agree that the Contractor must be free of conflicts of interest in accordance with all federal and state regulations while performing the duties within the contract and this amendment. The Contractor and Medicaid agree that each has no conflict of interest preventing the execution of this Contract amendment or the requirements of the original 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. Open Trade**

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

## **R. Small and Minority Business Enterprise Utilization**

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

## **S. Worker's Compensation**

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

## **T. Employment of State Staff**

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

## **U. Immigration Compliance**

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

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

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

## **V. Share of Contract**

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

## **W. Waivers**

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

## **X. Warranties Against Broker's Fees**

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

## **Y. Novation**

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

## **Z. Employment Basis**

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

### **AA. Disputes and Litigation**

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

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

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through private mediators.

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

**BB. Records Retention and Storage**

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

**CC. Inspection of Records**

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

**DD. Use of Federal Cost Principles**

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

**EE. Payment**

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

**FF. Notice to Parties**

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

**GG. Disclosure Statement**

The successful 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 Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State at (334) 242-5324 or [www.sos.state.al.us](http://www.sos.state.al.us). The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

## **KK. Choice of Law**

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

## **LL. Alabama interChange Interface Standards**

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

## Appendix A: Proposal Compliance Checklist

### NOTICE TO CONTRACTOR:

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.

---

Contractor 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	10. BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Contractor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Contractor 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. Contractor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes written confirmation that the Contractor 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 a new Inpatient Hospital Quality Assurance program as outlined in the request for proposal regarding each element listed in the scope of work.
<input type="checkbox"/>	10. Contractor must submit a statement stating that the Contractor 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. Any addition or exception to the terms and conditions are

	considered severed, null and void, and may result in the Contractor's proposal being deemed non-responsive.
<input type="checkbox"/>	11. The response includes (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.
<input type="checkbox"/>	12. The response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.



## **Appendix B: Contract and Attachments**

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

Sample Contract

*Attachment A:* Business Associate Addendum

*Attachment B:* Contract Review Report for Submission to Oversight Committee

*Attachment C:* Immigration Status

*Attachment D:* Disclosure Statement

*Attachment E:* Letter Regarding Reporting to Ethics Commission

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

*Attachment G:* Beason-Hammon Certificate of Compliance

*Attachment H:* Active Hospitals Instate and Out of State Bordering

*Attachment I:* CMS HAC Report

*Attachment J:* Virtual Private Network Subscriber Agreement

CONTRACT

BETWEEN  
THE ALABAMA MEDICAID AGENCY  
AND

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

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

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

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is \_\_\_\_to \_\_\_\_\_

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

CONTRACTOR

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

\_\_\_\_\_  
Contractor’s name here

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

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

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

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

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

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

APPROVED:

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

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

**ALABAMA MEDICAID AGENCY  
BUSINESS ASSOCIATE ADDENDUM**

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

## **1. BACKGROUND**

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

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

### **1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).**

### **1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.**

## **2. DEFINITIONS**

### **2.1 General Definitions**

**2.1.1.** 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**

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

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

**2.1.4.** HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

## **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

Business Associate agrees to the following:

- 3.1** Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2** Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11** Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12** Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and

**3.12.1** Provide the Covered Entity the following information:

- 3.12.1(a) The number of recipient records involved in the breach.
- 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
- 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
- 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
- 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
- 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
- 3.12.1(g) A proposed media release developed by the Business Associate.

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

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

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

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

**4. PERMITTED USES AND DISCLOSURES**

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3** Disclose PHI for the proper management and administration of the Business Associate, provided that:
  - 4.3.1** Disclosures are Required By Law; or

**4.3.2** Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

## **5. REPORTING IMPROPER USE OR DISCLOSURE**

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

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

**5.2** Any Security Incident and/or breach of unsecured PHI

## **6. OBLIGATIONS OF COVERED ENTITY**

The Covered Entity agrees to the following:

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

**6.2** Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

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

**6.4** Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

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

## **7. TERM AND TERMINATION**

**7.1 Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

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

**7.2.1** Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

**7.2.2** Immediately terminate this Agreement; or

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

**7.3 Effect of Termination.**

- 7.3.1** Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 7.3.2** In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
- 7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;
  - 7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;
  - 7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
  - 7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

#### **7.4 Survival**

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

### **8. GENERAL TERMS AND CONDITIONS**

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

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

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

**ALABAMA MEDICAID AGENCY**

Signature: \_\_\_\_\_

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Contract Review Permanent Legislative Oversight Committee

Alabama State House --- Montgomery, Alabama 36130

CONTRACT REVIEW REPORT

(Separate review report required for each contract)

Name of State Agency: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

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

Is Contractor a Sole Source? YES \_\_\_\_\_ NO \_\_\_\_\_ (IF YES, ATTACH LETTER) Is Contractor organized as an Alabama Entity in Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_ Is Contractor a minority and/or woman-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_ If so, is Contractor certified as such by the State of Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_ Check all that apply: ALDOT \_\_\_\_\_ ADECA \_\_\_\_\_ OTHER (Name) \_\_\_\_\_ Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama? YES \_\_\_\_\_ NO \_\_\_\_\_

IF LLC, GIVE NAMES OF MEMBERS: \_\_\_\_\_

Is Act 2001-955 Disclosure Form Included with this Contract? YES \_\_\_\_\_ NO \_\_\_\_\_

Does Contractor have current member of Legislature or family member of Legislator employed? YES \_\_\_\_\_ NO \_\_\_\_\_ Was a Lobbyist/Consultant used to secure this Contract OR affiliated with this Contractor? YES \_\_\_\_\_ NO \_\_\_\_\_ IF

YES, GIVE NAME: \_\_\_\_\_

Contract Number: C \_\_\_\_\_ (See Fiscal Policies & Procedures Manual, Page 5-8)

Contract/Amendment Amount: \$ \_\_\_\_\_ (PUT AMOUNT YOU ARE ASKING FOR TODAY ONLY)

% State Funds: \_\_\_\_\_ % Federal Funds: \_\_\_\_\_ % Other Funds: \_\_\_\_\_ \*\*

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

Date Contract Effective: \_\_\_\_\_ Date Contract Ends: \_\_\_\_\_

Type Contract: NEW: \_\_\_\_\_ RENEWAL: \_\_\_\_\_ AMENDMENT: \_\_\_\_\_

If Renewal, was it originally Bid? YES \_\_\_\_\_ NO \_\_\_\_\_

If AMENDMENT, Complete A through C:

[A] ORIGINAL contract amount \$ \_\_\_\_\_

[B] Amended total prior to this amendment \$ \_\_\_\_\_

[C] Amended total after this amendment \$ \_\_\_\_\_

Was Contract Secured through Bid Process? YES \_\_\_\_\_ NO \_\_\_\_\_ Was lowest Bid accepted? YES \_\_\_\_\_ NO \_\_\_\_\_

Was Contract Secured through RFP Process? YES \_\_\_\_\_ NO \_\_\_\_\_ Date RFP was awarded: \_\_\_\_\_

Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx? YES \_\_\_\_\_ NO \_\_\_\_\_

If NO, 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 Agency Head \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Printed Name of Agency Head \_\_\_\_\_

Printed Name of Contractor \_\_\_\_\_

Agency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**IMMIGRATION STATUS**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, Post Office Box 5624

CITY, STATE, ZIP TELEPHONE NUMBER

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

This form is provided with:

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

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

- Yes
- No

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

STATE AGENCY/DEPARTMENT RECEIVED	TYPE OF GOODS/SERVICES	AMOUNT

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

- Yes
- No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

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

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

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

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

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

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

---



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

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

---



---

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

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

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



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



Kay Ivey  
Governor

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

STEPHANIE MCGEE AZAR  
Commissioner

MEMORANDUM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

DATE: \_\_\_\_\_

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

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

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
  - BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
    - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
    - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

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

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

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

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

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness



## Virtual Private Network Subscriber Agreement

### AGREEMENT BETWEEN

### DXC TECHNOLOGY SERVICES AND

### SUBSCRIBER

This Agreement, by and between DXC TECHNOLOGY SERVICES, LLC (hereafter referred to as "DXC"), and approved value added network suppliers and certain health care providers (hereafter referred to as "SUBSCRIBERS"), for the provision of a connection to the Alabama Medicaid Management Information System (AMMIS).

**WHEREAS**, the Alabama Medicaid Agency (the "State Agency") designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

**WHEREAS**, the Alabama Medicaid Agency operates AMMIS through its fiscal agent to allow verification of eligibility, benefits coverage and other insurance, as well as submission of claims for Medicaid recipients by Medicaid providers;

**WHEREAS**, DXC is the fiscal agent of the AMMIS system;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

#### A. TERM

This agreement shall be effective upon signature of both parties and shall remain in effect until terminated by either party upon at least thirty (30) days prior written notice to the other party. DXC may terminate this agreement immediately in the event of a violation by SUBSCRIBERS of any term of the agreement.

#### B. SITE TO SITE VPN CONNECTION

**Connection** – Connection between Subscriber and the AMMIS system is a site to site VPN over the public internet. It is the responsibility of the clearinghouse to provide their own connection to the public internet at a size and speed suitable for the traffic intended at their facility. DXC will provide the connection to the public internet for Alabama Medicaid MMIS system for the purposes of this connection.

**Connection Termination** – Service may be terminated by either party. A written 30 day notice is required for termination with the exception of the following circumstances:

- Should the Subscriber not pay their account within terms, the connection will be severed.
- Should DXC require the connection to be severed per the State Agency, Subscriber will comply within the cancellation terms herein.
- To restore the connection, Subscriber must cure breach or make the account current and pay the setup fee detailed in the **Charges** section of this document.

**Response Time** – The maximum expected response time by DXC is 30 minutes Monday through Friday (8AM to 5PM central time) and 2 hours otherwise. Actual incident recovery time will be dependent on the resolution of the incident. Subscriber should thoroughly test Subscriber owned equipment and connection before contacting DXC for testing.

**Charges** ("Charges") – DXC will bill Subscriber \$ 1,350.00 per quarter (3 month period) to maintain the site to site VPN connection. A setup fee of \$1,600.00 is required to establish the connection and test. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual agreement. DXC shall reevaluate charges every twelve (12) months. Subscriber agrees that the acceptance of market driven increases shall be a condition of continued performance under this agreement.

#### C. INDEMNIFICATION

The SUBSCRIBERS agrees to indemnify, defend, save and hold harmless DXC from all claims, demands, liabilities, and suits of any breach of this agreement by the SUBSCRIBERS, its Subscribers or employees, including

but not limited to any occurrence of omission or negligence of the SUBSCRIBERS, its Subscribers or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the SUBSCRIBERS, its Subscribers, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the SUBSCRIBERS, its Subscribers, consultants, officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and
4. Any failure of the SUBSCRIBERS, its officers, Subscribers, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

**D. NON-EXCLUSIVITY**

DXC shall not be in any way limited from entering into similar contracts with other Subscribers desiring to provide the same or similar service, nor shall DXC be in any way limited from providing the same or similar service directly to health care providers. DXC shall in no way be limited in its use of any information it obtains from the SUBSCRIBERS in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the SUBSCRIBERS.

**E. Changes and Amendment Language**

Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree, in writing, upon any proposed changes, including resulting equitable adjustments to costs and performance of the Services

**F. ENTIRE AGREEMENT**

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. The requirements in the Alabama Data Switch Agreement are hereby incorporated. This Agreement may be amended by written agreement of the parties hereto.

**G. CONTACT PERSONS**

DXC:  
Lamar Smith  
ITO Account Delivery Manager  
301 Technacenter Drive  
Montgomery, AL 36117

Phone: (334) 215-4201

SUBSCRIBER:  
Contact: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State and Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have by their duly authorized representatives set their signatures.

**SUBSCRIBER**

\_\_\_\_\_  
(sign)  
BY: \_\_\_\_\_  
(print)  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**HP ENTERPRISE SERVICES, LLC**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Appendix C: Pricing Template

	Months	Task	Monthly Firm and Fixed Rate	Annual Cost (Months X Monthly Firm and Fixed Rate)	
Year	12	Implementation			
Year	12	Implementation			
Year	12	Operations			
Year	12	Operations			
Year	12	Operations			
<b>TOTAL 5 Year Firm and Fixed Price</b>					

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

## Appendix D: HL7 Structure Lab 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
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
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 RangeValues
User Defined Access Checks
Date/Time of the Observation
Producer's Reference
Responsible Observer
Observation Method
Equipment Instance Identifier
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