**ALABAMA MEDICAID AGENCY**  
**REQUEST FOR PROPOSALS**

<table>
<thead>
<tr>
<th>RFP Number: 2022-TCOE-01</th>
<th>RFP Title: AMMP Testing Center of Excellence (TCOE)</th>
</tr>
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<tr>
<th>RFP Due Date and Time:</th>
<th>Number of Pages: 94</th>
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<td>July 8, 2022 by 5:00pm Central Time</td>
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</table>

**PROCUREMENT INFORMATION**

<table>
<thead>
<tr>
<th>Project Director: Shannon Crane</th>
<th>Issue Date: March 22, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-mail Address: <a href="mailto:TCOERFP@medicaid.alabama.gov">TCOERFP@medicaid.alabama.gov</a></td>
<td>Issuing Division: Medicaid Enterprise Systems (MES)</td>
</tr>
<tr>
<td>Website: <a href="http://www.medicaid.alabama.gov">http://www.medicaid.alabama.gov</a></td>
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**INSTRUCTIONS TO CONTRACTORS**

<table>
<thead>
<tr>
<th>Return Proposal to:</th>
<th>Mark Face of Envelope/Package:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama Medicaid Agency</td>
<td>Alabama Medicaid Agency Testing Center of Excellence</td>
</tr>
<tr>
<td>Attn: Shannon Crane</td>
<td>RFP Number: 2022-TCOE-01</td>
</tr>
<tr>
<td>Lurleen B. Wallace Building</td>
<td>RFP Due Date: July 8, 2022, by 5:00 pm CT</td>
</tr>
<tr>
<td>501 Dexter Avenue</td>
<td>Firm and Fixed Total Price: (Transfer total from the Pricing Schedule)</td>
</tr>
<tr>
<td>PO Box 5624</td>
<td></td>
</tr>
<tr>
<td>Montgomery, AL 36103-5624</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR INFORMATION**  
*(Contractor must complete the following and return with RFP response)*

<table>
<thead>
<tr>
<th>Contractor Name/Address:</th>
<th>Authorized Contractor Signatory: (Please print name and sign in ink)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Phone Number:</td>
<td>Contractor FAX Number:</td>
</tr>
<tr>
<td>Contractor Federal I.D. Number:</td>
<td>Contractor E-mail Address:</td>
</tr>
</tbody>
</table>
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 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 vendor’s contract will have to be reviewed by the State’s Contract Review Committee which has strict deadlines for document submission. Failure to submit the signed contract can delay the project start date but will not affect the deliverable date.

This checklist is provided for assistance only and should not be submitted with Contractor’s Response.
Section B. Schedule of Events

The following RFP Schedule of Events represents the Agency’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 Agency 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.

<table>
<thead>
<tr>
<th>EVENT</th>
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<tr>
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<td>03/22/2022</td>
</tr>
<tr>
<td>Round One Questions Due by 5 pm CT</td>
<td>04/11/2022</td>
</tr>
<tr>
<td>Round One Posting of Questions and Answers</td>
<td>05/03/2022</td>
</tr>
<tr>
<td>Pre-Bid Conference Notification Forms (located in the</td>
<td>05/04/2022</td>
</tr>
<tr>
<td>Procurement Library) Due by 5:00 PM CT</td>
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<tr>
<td>Mandatory Pre-Bid Conference</td>
<td>05/11/2022</td>
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<tr>
<td>Round Two Questions Due by 5 pm CT</td>
<td>05/19/2022</td>
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<tr>
<td>Round Two Posting of Questions and Answers</td>
<td>06/16/2022</td>
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<td>Proposals Due by 5 pm CT</td>
<td>07/08/2022</td>
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<tr>
<td>Evaluation Period</td>
<td>07/11/2022 –</td>
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<tr>
<td></td>
<td>08/05/2022</td>
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<tr>
<td>Contract Award Notification</td>
<td>08/23/2022</td>
</tr>
<tr>
<td><strong>Contract Review Committee</strong></td>
<td>02/02/2023</td>
</tr>
<tr>
<td>Official Contract Award/Begin Work</td>
<td>03/01/2023</td>
</tr>
</tbody>
</table>

**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.
Section C. Pre-Bidder’s Conference

There will be a mandatory virtual pre-bid conference to discuss the Scope of Work and proposal response requirements with all Contractors interested in submitting a proposal in response to this RFP. The Contractor submitting the Proposal or its representative must attend the virtual mandatory pre-bid conference.

A proposal submitted by a Vendor who failed to attend the mandatory pre-bid conference will be deemed a non-responsive Vendor, and their proposal will be rejected.

The virtual mandatory conference link and additional information will be posted to the Procurement Library for all interested Vendors.

THE VENDOR MUST COMPLETE THE TCOE VENDOR REGISTRATION LOCATED IN THE PROCUREMENT LIBRARY AND SUBMIT TO TCOERFP@MEDICAID.ALABAMA.GOV VIA EMAIL BY THE DATE SPECIFIED IN THE SCHEDULE OF EVENTS.
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I. Introduction

The purpose of this Request for Proposal (RFP) is to secure a Contractor to stand up a centralized test management services framework of quality in testing and to support program management in monitoring, coordinating, and supporting test activities across multiple projects.

PLEASE NOTE: Italicized text and tagline “RFx” indicate a response is required with the proposal submission.

A. AMMP OVERVIEW

The Alabama Medicaid Management Information System (MMIS) serves approximately 1,000,000 Alabama individual recipients. The Alabama Medicaid Agency (AMA), hereinafter the ‘Agency,’ is well underway of an initiative comprised of multiple phases, years, projects, and Contractors to modernize the current monolithic MMIS services delivery to an interoperable modular approach.

The Medicaid Enterprise Systems (MES) division of the Agency oversees the program governance put forth by the Alabama MES Modernization Program, hereinafter the ‘AMMP’. The AMMP is descriptive of all-encompassing efforts and entities working to achieve this modularity in adherence to Agency, state and federal regulations. For additional information on Agency and AMMP background and program objectives, see the Alabama MES Strategy Overview Link: https://medicaid.alabama.gov/news_detail.aspx?ID=15425.

This large-scale, high-complexity systems project will be implemented using a phased approach, with consideration of agency, program and business area requirements and Centers for Medicare and Medicaid (CMS) funding requirements specified under 42 CFR § 433.112.

One of the modularity goals of the AMMP is to be able to change out one module without requiring modifications to others. Our approach to achieving that goal is to use a system integration platform (SIP) to provide the data exchanges between modules. When one module changes, the SIP will change to integrate with the new module, avoiding changes for the other modules.

Under AMMP’s governance, each module and the System Integrator (SI) will be its own separate project, managed by dedicated project managers. Currently, the Agency does not plan to prescribe specific test methodology, tools or release management for projects. Disparate methodologies, tools, and team compositions are highly probable as the AMMP progresses.

Each module will manage the entirety of the implementation life cycle for their solution to the AMMP ecosystem, including, but not limited to, testing to validate Alabama requirements are met per specification(s), successful System Integration Testing (SIT), End-to-End, and User Acceptance Testing (UAT).

The AMMP planned phased approach is illustrated in the following exhibit.

Exhibit: Modularity Approach Graphic

**B. TCOE OVERVIEW**

The AMMP is committed to quality in product and project, with quality standards, processes and measurements interspersed across all program areas. The Enterprise Quality Program (EQP) was formed to support and implement AMMP quality goals. The EQP is inclusive of the standards, regulations, best practices, sources, processes, groups and individuals purposed to produce the highest quality outcomes of products, services and customer satisfaction for the program. In support of this initiative, the Agency is pursuing a contract for a highly qualified Contractor to architect, provide, and manage resources for a Testing Center of Excellence (TCOE) approach for centralized test management services. The Agency defines a TCOE as a center that defines how a testing organization engages and delivers testing services across multiple projects to the larger enterprise. This Request for Proposal (RFP) is to solicit proposals from interested Vendors having expertise, experience, and resources sufficient to fulfill the requirements specified in See Section III. Scope of Work.

Note: The Enterprise Data Warehouse is referred to as Enterprise Data Services (EDS) in the document.
The Contractor shall monitor, support, and coordinate testing efforts executed by each module Contractors across the multiple AMMP projects.

The TCOE will devise a method to pull cross-project information and terminology together so that an overarching view of all AMMP testing is transparent. Data and information collected shall be used to keep program administrators current on testing progress, risks and issues, supporting program decision making.

The Contractor shall coordinate with each module Contractors for testing needs across multiple AMMP projects, platforms, solutions, and methodologies. The Contractor shall closely monitor and support each module Contractor’s SIT, End-to-End, and UAT life cycles and report progress to the Agency.

The Contractor shall ensure all critical bugs and defects are resolved by the module Contractors before promotion to production unless approved by the Agency.

As part of the proposal submission, the Respondents shall a description of past experiences in architecting and governing a Testing Center of Excellence. Include description of the organization(s) comparative to the described AMMP ecosystem, roadmap, milestones, and outcomes, scope of services provided (Successes and challenges? What worked? Lessons learned?) RFx

The Agency desires a Contractor able to begin integrating testing services on day one of the contract start date and to maintain the ongoing pace set for the AMMP. At a minimum, the awarded Contractor will provide:

1. Established goals (meaning the goals are understood, agreed upon, and documented)
2. Well-defined testing standards (industry-based, up-to-date)
3. Well defined test processes (clear, unambiguous, and quantifiable)
4. A governance mechanism (processes which support each other)
5. Multi-discipline skillsets (a team with a diverse set of skills, expertise, and experience)
6. Mature, proven processes and methodologies (strategies)

As a part of the proposal submission, the Respondents shall include a brief overview of their state of readiness and a high-level plan to begin integrating testing services to AMMP day one. RFx

The Agency has defined 2 service tiers (Enterprise Services and Module Services) to be set up, maintained and self-monitored by the awarded Contractor.

The following exhibit provides a high-level snapshot of the services and components.
C. TCOE SERVICES SNAPSHOT

Exhibit: TCOE Services Snapshot Graphic

TCOE ENTERPRISE SERVICES

- TCOE Services Lead
- Project Admin Support

TCOE MODULE SERVICES

- Test Technical Engineer Coordinator
- Test Project Leads
- Testing Specialists

TCOE ENTERPRISE SERVICES

- TCOE Services Lead
- Project Admin Support

TCOE MODULE SERVICES

- Test Technical Engineer Coordinator
- Test Project Leads
- Testing Specialists

1. Agency and Contractor Software, Tools & Methodology
2. PMO Artifact Software and Storage
3. Data
4. Hardware
5. AMMP Testing Strategy
6. TCOE Module Test Oversight Plan
7. Testing Requirements and Reviews
8. Defect Identification and Management

RFP/RFB Support for Testing

- Requirements
- Specifications
- Processes and procedures
- Metrics
- Reports

Module Test Planning

- Requirement coverage
- System Integration testing (SIT)
- End-to-end testing
- User Acceptance Testing

Module Test Oversight

- Test Evaluation and Management Plan (TEMP)
- Module Project Schedule
- Detail Test Plan
- Test Phase Acceptance (TPA) package
- System Integration testing (SIT)
- End-to-end (E2E) testing
- User Acceptance Testing (UAT)

Requirements Traceability Matrix (RTM)

- All test Phases
- System Integration testing (SIT)
- User Acceptance Testing (UAT)
- End-to-End (E2E) Testing

Test Case Extract

- System Integration Testing (SIT)
- User Acceptance Testing (UAT)
- End-to-End (E2E) Testing
D. SUMMARY

- Modules will on-board the AMMP in a staggered timeline
- There is a high probability for multiple methodologies, tools, and quantity/quality of test resources coexisting under AMMP as each new module on-boards
- The exact number of module Contractors and test team composition is unknown. Each module Contractor is responsible for resource leveling during implementation

As part of the proposal submission, the Respondents shall include their intended strategy for scalability to all Module Contractor Services and with emphasis on SIT, End-to-End, and UAT support services in consideration of a multi-disciplined, staggered timeline RFx

- While the Agency assumes cloud-based Commercial-off-the-Shelf (COTS) and Service-as-a-Solution (SaaS) products, there exists potential for multifarious implementation and support methodologies, technical specifications, device types and hosting platforms

As part of the proposal submission, the Respondents shall include their intended strategy to plan effectively in consideration of variable solution types, implementation platforms and methodologies, technical specifications, device types, and platforms RFx

- End-to-End testing will cross multiple solutions, platforms, and methodologies

As part of the proposal submission, the Respondents shall include how they plan to incorporate interdisciplinary strategy specific to variables in End-to-End testing efforts RFx

THIS SECTION INTENTIONALLY BLANK
II. General

A. GENERAL OVERVIEW

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

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.

B. RFP TERMINOLOGY

The use of the terms “shall”, “will” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the Vendor. Failure by the Vendor to respond to any of these requirements in the entire RFP may be considered non-responsive. Non-responsive submissions are subject to rejection of the Vendor submission by the Agency. Where a section asks a question or requests information (e.g.: “The Vendor shall provide…”), the Vendor must respond with the specific answer or information requested. The use of the term “may” in the RFP constitutes something that is not “required” or “mandatory” but is up to the Vendor’s discretion whether to submit or comply with what is asked for. Not answering something that is stated with “may” will not be considered non-responsive.

“TCOE Contractor” and “Contractor” may be used interchangeably throughout this document and should be interpreted as the respondent to this RFP. “Module Contractor” is excluded from this context. “Module Contractor” refers to procured Contractors for one or more specific modules within the AMMP.

An “individual” is a single person. The person can belong to an organization, entity or corporation. More than one person is considered a “group”. A “group” may or may not be working toward common goals.

“Organization” is used to describe a collection of entities or groups having a common goal.

“Entity” is used to describe an individual unit. An entity can be stand-alone or within an organization, enterprise or corporation.

“Enterprise” is used to describe a complex project (business or technical) crossing multiple entities or organizations.

A “Corporation” is used to describe non-government forms of business or enterprise having legal authority.

C. DISCLAIMER

Information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the most accurate information available to the Agency at the time of RFP preparation. No inaccuracies in such data will constitute a basis for an increase in payments to the Contractor, nor a basis for delay in performance.
III. Scope of Work

The Contractor shall meet all the requirements specified in each section and subsection narrative and shall be responsible for delivery of services, activities, artifacts and/or other deliverables to Agency expectation specified in the “Specifications, Requirements and Deliverables” (SRDs) table appended to the end of each section. These tables summarize the Scope of Work described in each subsection narrative and identify deliverables to be used in tracking project progress, pricing and invoicing for:

- Contract Startup
- Contractor Specifications
- Enterprise Services
- Module Services
- Other Common Processes

Failure to comply with delivery, timeliness, specifications or Agency expectations may result in a Corrective Action Plan (CAP). See Section III. E. 3 Statement of Concern and Corrective Action Plan

A. CONTRACT STARTUP

Contract Startup includes contract startup activities that the contractor is expected to complete at the beginning of the contract. The following subsections define the requirements related to:

- AMMP Attestation
- Project Kick-offs
- Contract Discovery Sessions
- PMO Status and Touchpoint Meetings
- AMMP Governance
- Project Schedule
- Responsibility Assignment Matrix (RAM)
- Specifications, Requirements and Deliverables (SRDs) Table

As AMMP will include multiple contractors, Medicaid has obtained the services of a Program Management Office Contractor. This vendor and the Agency have established the MES Program Management Office (PMO). One of the primary objectives of the MES PMO is to create a positive and open work environment for all Contractors and the Agency. The MES PMO has also developed several AMMP plans and guides that must be followed by all contractors. These plans and guides provide project structure without defining a specific software development methodology. The procurement library contains the PL08_AMMP_Plans_Guides_and_Templates_TOC, which lists all of the AMMP wide plans and guides. This TOC provides a summary expectation and the Table of Contents for each of the AMMP Plans and Guide. See Appendix C: Procurement Library Contents for more information.

All AMMP Program-Wide Management Plans, templates, and/or Protocol Guides are reviewed and updated every six (6) months by the PMO Services Contractor. These deliverables are approved by the Agency PMO before use by the AMMP. During Contractor onboarding, the Contractor will be provided the most current version of the AMMP Program-Wide Management Plans and Protocol Guides listed within this Contract. At that time, the Contractor shall review, understand, and adhere to the latest version of Plans and/or Protocol guides. Any concerns by the Contractor, must be documented and addressed during Contractor onboarding. During the term of contract, the Contractor shall be given the opportunity to review and comment on any
changes to the plans as they occur. As plans are updated and approved by the Agency, they become the expectations and guidelines for each project moving forward.

In addition, the Contractor shall provide recommendations and comments for all existing AMMP program test plans, test extract and artifacts to the Agency following the established program deliverable management process.

The PL08_AMMP_Plans_Guides_and_Templates_TOC is located in the procurement library (See Appendix C: Procurement Library Contents for more information) and provides a high-level understanding of the following AMMP plans:

- Scope Change Management Plan
- Risk Management Plan
- Issue Management Plan
- Communication Management Plan
- Integrated Master Schedule Management Plan
- Corrective Action Plan
- Requirements Management Plan
- Certification Management Plan
- Kick-Off Meetings Protocol Guide
- Quality Management Plan
- Configuration Management and Document Validation (deliverable and artifact related)
- Contract Monitoring Plan

The following protocols Guides are also listed within the TOC:

- Meeting Protocol Reference Guide
- Action Items Protocol Reference Guide
- Decisions Protocol Reference Guide
- Invoice Protocols Reference Guide

To facilitate a seamless contractor on-boarding the MES PMO has created the PMO-2-o: Vendor Start Up Guide. This guide describes the Program Management Office processes and procedures required of all contractors brought on-board to the AMMP. This also includes the program structure as well as descriptions and locations of various documentation, templates, and any other information needed by a new contractor starting on the AMMP program. The MES PMO will initiate and facilitate the onboarding activity until the new contractor is productive and fully engaged in the Program. The onboarding will begin about 2-weeks prior to Contract start and is scheduled to end approximately 1 month after Contract start. Key activities of onboarding include, but are not limited to:

1) Kick-Off Meetings
2) Contract Discovery Sessions
3) Establishing recurring PMO status and Touchpoint meetings
4) Establishing Contractor representation on AMMP Governance Boards
   a. Change Control Board (CCB)
   b. Enterprise Architecture Board (EAB)
   c. Business Review Board (BRB)
5) Identifying Contractor Coordinators for facilitating AMMP Processes/Procedures, including:
   a. Scope Coordinator
   b. Schedule Coordinator
   c. Deliverable Coordinator
   d. Invoice Coordinator
   e. Action Item and Decision Coordinator
   f. Employee Onboarding Coordinator
   g. PMO Metrics and Dashboard Coordinator.

6) Establishing relationship with Medicaid Entities

7) Project Schedule

8) PMO Artifact Software and Storage

9) Statements of Concern and Corrective Action Plans

1. AMMP ATTESTATION

The AMMP PMO will review the AMMP Plans Guides and Templates from the PL08_AMMP_Plans_Guides_and_Templates_TOC located in the procurement library with the TCOE Contractor. These will be covered in detail in a series of meetings to be scheduled after the start of the contract. Once these meetings conclude, the TCOE Contractor will sign the AMA-01 AMA Attestation and Agreement Document that states they understand the AMMP plans, guides and templates and the TCOE Contractor agrees to follow them. See **Appendix C: Procurement Library Contents** for more information.

2. PROJECT KICK-OFFS

A full day project Kick-off meeting will be scheduled within the first two (2) weeks after contract start-up. This Kick-off meeting will introduce the contractor to the AMMP oversight areas. The contractor will create TCOE related content and provide PowerPoint presentation slides that will be included in the kick-off. All kickoff content must be approved by the Agency prior to the presentation. The oversight areas include but are not limited to:

- Medicaid Enterprise Systems (MES) Program Management Office (PMO)
- Data Governance Office (DGO)
- Information Security Office (ISO)
- Project Portfolio Management Office (PPMO)
- Project Quality Assurance (PQA)
- Enterprise Quality Program (EQP)

The TCOE Contractor will be required to participate and provide TCOE overview in the kick-off meetings when module contractors are brought on board. The TCOE Contractor will also be required to collaborate with the module contractors for each module’s kick off of the testing phase. The participation includes working with the PMO contractor to develop slides and submitting kick off slides to the PMO contractor and the Agency for review and approval.

3. CONTRACT DISCOVERY SESSIONS

Following project kick-off meetings, the Contractor and MES PMO will participate in a series of Contract Discovery sessions, to ensure the project team clearly understands the scope, and requirements of the project. By doing so, the MES PMO will understand the underlying drivers and solutions proposed by the Contractor. The focus is to increase the likelihood of project success, by ensure the project team understand the objectives of the project.
The Contractor shall follow established program Meeting Protocol for invites, agendas, and meeting minutes. See Section III. A. Contract Startup

4. PMO STATUS AND TOUCHPOINT MEETINGS

Within the first month, the Contractor will be responsible for establishing the Monthly PMO status report meeting, as well as bi-weekly (every 2 weeks) TCOE, EQP, and PMO touchpoint meetings. The monthly Status Meeting will use the AMMP Status Report template as its agenda, while the Touchpoint meetings are more informal but are a forum for the TCOE to provide brief status, reporting on recent success, upcoming activities, and/or to communicate known problems or concerns (See Section III.C Enterprise Services and III.D Module Services for more information). If requested, the TCOE Contractor shall meet with the EQP team weekly.

The Contractor will also provide status information as requested by the AMMP PMO and any information needed to support the project’s success. The Contractor shall create Meetings minutes following the processes defined within the AMMP COM-8 Meeting Protocol Reference Guide.

The TCOE Contractor may be included in meetings with the state/federal government or Agency. When this occurs, the TCOE Contractor shall, within three (3) business days of receipt of a request from the State/Federal government or Agency, make all requested data available to the requestor in the format, media type, and quantities designated, at no additional charge.

5. AMMP GOVERNANCE

The AMMP Governance has been established to support AMMP in being a nimble, fluid organization. Effective and efficient governance helps streamline program/project decisions by reducing bureaucracy or unnecessary scrutiny. The AMMP Governance Framework provides enough visibility and oversight so that the AMMP understands the governance structure, its roles, authority, communication, and decision-making processes. The Contractor shall have representation on the Governance boards, as well as the workgroups that support these boards. This will require the Contractor to review selected AMMP artifacts including but not limited to requirements, architectural diagrams, project/system change request (including request from other Contractors), and/or other Contractor artifacts. This review will be all inclusive but focus on impacts or interfaces with the Contractor’s system or platform.

6. PROJECT SCHEDULE

Medicaid places a high emphasis on project oversight. A key component of the oversight is the Contractor’s project schedule. The Contractor is required to update the schedule weekly (on Friday) and this will be used to monitor the Contractor project status. The project status related to the schedule will be included in the executive dashboard, as well as the project status reports. For this reason, the Contractor’s project schedule must be approved by Medicaid within six (6) calendar weeks of contract signing. If the schedule has not been approved within two weeks after submission, the Contractor shall facilitate daily meetings until the schedule is approved. The meetings will have a minimum of a 2-hour durations and they must include the Contractor personnel required for schedule modification and approval. The AMMP PMO-2-q_Integrated Master Schedule Management Plan and the AMMP PMO-2-q2_Integrated Master Schedule Template will provide the schedule expectations and template. The Contractor must provide a high-level project schedule with the RFP/RFB response. Until the project schedule is approved, the Contractor will be held to the high-level project schedule submitted with the response.
The TCOE shall also be responsible for contributing to and reviewing each module’s detail project schedule specifically related to testing activities. All tasks related to testing (including the TCOE activities) will be identified in the module’s detail project schedule. The TCOE Contractor shall manage and report on their activities based on the module’s detail project schedule. The TCOE Contractor will be required to work with the module contractors to keep testing activities on schedule whenever possible. The TCOE must provide schedule updates to the module contractor for their activities by noon Central Time every Friday. This will allow the module contractor to meet the schedule publication requirements of noon Central Time every Monday.

7. RESPONSIBILITY ASSIGNMENT MATRIX (RAM)

The AMMP COM-6-A Responsibility Assignment Matrix (RAM) is a spreadsheet that defines the program processes and/or activities through all phases of the AMMP from procurement through contract turnover. These processes and/or activities identify the accountable party by role. There are additional tabs in the spreadsheet for each module that identifies the program members by name and accountable party role. This RAM defines the point of contact for each process and/or activity at a program level. The Contractor shall contribute to and review the AMMP RAM as it relates to testing.

There will also be a RAM for each module that identifies the specific detail information for that module. The Contractor will also contribute to and review the RAM for each module. The AMMP and module RAM are formatted the same. This format is defined in the PL08_AMMP_Plans_Guides_and_Templates_TOC located in the procurement library. See Appendix C: Procurement Library Contents for more information.

8. SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES (SRDs)

The table below lists the requirements, specifications and deliverables for this section. The Agency categorizes a deliverable type as either a ‘Plan’ (P) or ‘Service/Activity’ (S/A), reflected in the ‘Type’ column.

As part of the proposal submission, the Respondent must describe how they plan to satisfy the requirements of Section III. A Contract Startup. RFx
### Exhibit: Discovery Sessions SRDs Table

<table>
<thead>
<tr>
<th>Section Title</th>
<th>Requirement</th>
<th>Specifications</th>
<th>Deliverable Name</th>
<th>Type</th>
<th>Artifact/Activity</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>III. A.</td>
<td>The Contractor shall follow established program deliverable management process as stated in the Configuration Management and Document Validation (PMO-2-r) for document development, review and formal submission to the Agency for approval.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. A.</td>
<td>The Contractor shall follow established quality management process as stated in the Quality Management Process (PMO-2-k) and Quality Management and Artifact Deliverable (PMO-2-k1) for document standards, guidelines, checklist and quality review process prior submission to the Agency</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. A.</td>
<td>The Contractor shall review and follow established AMMP program processes, plans and protocols throughout the term of the contract. During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
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<tr>
<td>III. A.</td>
<td>The Contractor shall provide recommendation and comments for all existing AMMP program test plans, test extract and artifacts to the Agency following the established program deliverable management process as stated in the Configuration Management and Document Validation (PMO-2-r)</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III. A. 1</td>
<td>The Contractor will sign and submit the AMA-01 AMA Attestation and Agreement Document that states they understand the AMMP plans, guides and templates and they agree to follow them within four (4) weeks from contract start date.</td>
<td>AMA-01 AMA Attestation and Agreement Document (Not a payable Deliverable)</td>
<td>S/A</td>
<td>AMA-01 AMA Attestation and Agreement Document (in Procurement Library)</td>
<td>Within four (4) weeks of contract start date</td>
<td></td>
</tr>
<tr>
<td>III. A. 2</td>
<td>The Contractor shall follow the Kick-off Meetings Protocol Guide (PMO-2-c1) and work with the Agency and the MES PMO to conduct a kick-off meeting within two (2) weeks of the contract start date and shall use the program kick-off template.</td>
<td>Use PMO-2-c-01</td>
<td>TCOE Kick-Off Presentation</td>
<td>P</td>
<td>NA</td>
<td>Within two (2) weeks following contract start date</td>
</tr>
<tr>
<td>III. A. 2</td>
<td>The Contractor shall be responsible for developing content for the TCOE kick-off meeting and providing it to the MES PMO.</td>
<td>Use PMO-2-c-01</td>
<td>TCOE Kick-Off Presentation</td>
<td>P</td>
<td>NA</td>
<td>Within two (2) weeks following contract start date</td>
</tr>
<tr>
<td>III. A. 2</td>
<td>The Contractor shall use the program kick-off template to create and present an overview of the TCOE to each new Contractor or project joining the AMMP.</td>
<td>Use PMO-2-c-01</td>
<td>Kick-Off Meeting TCOE Overview Presentation per module</td>
<td>P</td>
<td>NA</td>
<td>Within two (2) weeks of each new module start date Update as needed</td>
</tr>
<tr>
<td>III. A 2</td>
<td>The Contractor shall use the program kick-off template to create and conduct a kick-off meeting prior each module’s testing phase.</td>
<td>Use PMO-2-c-01</td>
<td>TCOE Testing Kick-Off per module</td>
<td>S/A</td>
<td>NA</td>
<td>Prior beginning a testing phase for a module</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Type</td>
<td>Artifact/Activity</td>
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<tr>
<td>III.A 3</td>
<td>Contract Discovery Sessions</td>
<td>The Contractor shall document any contract or RFP questions using the AMMP Contract Discovery Template (PMO-2-w-01) and submit to the Agency a minimum of three (3) days before the first session date</td>
<td>Use AMMP Contract Discovery Template (PMO-2-w-02) Sessions to begin within two (2) weeks from the last TCOE Kick Off session</td>
<td>AMMP Contract Discovery Template (PMO-2-w-0) (Not a payable deliverable)</td>
<td>P</td>
<td>NA</td>
</tr>
<tr>
<td>III.A 3</td>
<td>Contract Discovery Sessions</td>
<td>The Contractor shall participate in a series of Discovery Session meetings scheduled by the Agency to begin within two (2) weeks from the last TCOE Kick-off session</td>
<td>Sessions to begin within two (2) weeks from the last TCOE Kick Off session</td>
<td>Discovery Session Meeting (Not a payable deliverable)</td>
<td>S/A</td>
<td>Meeting Agenda Meeting Minutes</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contractor shall follow established program meeting protocol as stated in the Meeting Protocol Reference Guide (COM-8) for meeting invites, agendas and meeting minutes.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contractor shall create a cadence and schedule a bi-weekly TCOE, EQP, PMO Touchpoints to begin within the first month after contract start up for the term of the contract.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contractor shall create a cadence, schedule and facilitate a TCOE Monthly PMO Status report to begin within the first month after contract start up for the term of the contract.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contract shall use the AMMP Status Report Template (COM-12-1) for TCOE monthly status reporting. The Contractor shall work with the PMO and the Agency to define the content of the status reports.</td>
<td>Use AMMP Status Report Template (COM-12-1)</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contractor shall create Meetings minutes following the processes defined within the AMMP COM-8 Meeting Protocol Reference Guide</td>
<td>Use AMMP COM-8 Meeting Protocol Reference Guide</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. A 4</td>
<td>PMO Status and Touchpoint Meetings</td>
<td>The Contractor shall, within three (3) business days of receipt of a request from the State/Federal government or Agency, make all requested data available to the requestor in the format, media type, and quantities designated, at no additional charge.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Type</td>
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</tr>
<tr>
<td>III. 5</td>
<td>AMMP Governance</td>
<td>The Contractor shall have representation on the governance boards as well as workgroups that support these boards for the term of the contract.</td>
<td>As Stated</td>
<td>(Not a payable deliverable)</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. 6</td>
<td>Project Schedule</td>
<td>The Contractor shall provide a Project Schedule that uses the approved AMMP Program Wide Integrated Master Schedule Template (PMO-2-p-02) and follows the expectations defined within the Integrated Master Schedule Management Plan (PMO-2-q) to be submitted to the Agency six (6) weeks from the contract start date. If the schedule is not approved within 2 weeks after submission, then daily meetings will occur until the project schedule is approved.</td>
<td>Use AMMP Program Wide Integrated Master Schedule Template (PMO-2-p-02)</td>
<td>Project Schedule</td>
<td>P</td>
<td>NA</td>
</tr>
<tr>
<td>III. 6</td>
<td>Project Schedule</td>
<td>The Contractor shall be responsible for contributing to and reviewing each module contractor’s project schedule specifically related to testing activities. During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
</tr>
<tr>
<td>III. 6</td>
<td>Project Schedule</td>
<td>The Contractor shall submit weekly (on Friday) schedule update to the Agency utilizing the Agency approved documentation storage solution (e.g., SharePoint).</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>Project Schedule</td>
</tr>
<tr>
<td>III.A. 7</td>
<td>Responsibility Assignment Matrix</td>
<td>The Contractor shall contribute, review and adhere to the latest version of the AMMP-COM-6-A Responsibility Assignment Matrix. During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur.</td>
<td>The Responsibility Assignment Matrix contains information by role who is responsible, approves, contributes, supports and is informed for each process/activity for the program</td>
<td>COM-6-A Responsibility Assignment Matrix (Not a payable deliverable)</td>
<td>S/A</td>
<td>COM-6-A Responsibility Assignment Matrix</td>
</tr>
<tr>
<td>III.A. 7</td>
<td>Responsibility Assignment Matrix</td>
<td>The Contractor shall contribute, review and adhere to the latest version of the module Contractor's Responsibility Assignment Matrix. During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur.</td>
<td>The Responsibility Assignment Matrix contains information by role who is responsible, approves, contributes, supports and is informed for each process/activity for the program</td>
<td>COM-6-A Responsibility Assignment Matrix (Not a payable deliverable)</td>
<td>S/A</td>
<td>COM-6-A Responsibility Assignment Matrix</td>
</tr>
</tbody>
</table>

B. CONTRACTOR SPECIFICATIONS

The Agency requires a Contractor with resources and expertise sufficient to satisfy the requirements described in the SOW for each of the following subsections throughout the term of the contract:

- Physical Location
- Resource Management and Scheduling
- Conflict of Interest
Specifications, Requirements, and Deliverables (SRDs) Table

1. PHYSICAL LOCATION

Services required of the Contractor for the AMMP may be performed onsite, remote or a combination of both. 

*Remote work by the Contractor for the AMMP must be performed within the continental United States.*

Typical badge operating hours are 6:00 A.M. to 6:00 P.M. Central Time, Monday through Friday, excluding state holidays and emergency closures, throughout the term of the contract. Exceptions may include release support or critical test activities occurring outside normal business hours. TCOE personnel shall adhere to all applicable Agency policies, procedures, and training required annually by the Agency. The Agency has strict procedures for things such as badge use, exiting and entering the building, and elevator access. Contractor personnel having access to an Alabama Medicaid Agency building or office shall be subject to background checks at the Contractor’s expense. The TCOE personnel shall be responsible for their own parking, transportation, and lodging.

2. RESOURCE MANAGEMENT AND SCHEDULING

The AMMP will require many different skill-sets and subject matter experts (SME) to oversee the module Contractor’s testing activities. It will not be possible to provide testing oversight without experienced testers and a strong understanding of Medicaid Management Information Systems (MMIS) or a commercial health care payer. The TCOE Contractor must provide the needed skillsets based on the module being addressed.

The Contractor shall create a Resource Management Plan which includes but is not limited to:

- TCOE Organization Overview
- TCOE Organization Chart
- Roles and responsibilities
- Resource Identification
  - Role
  - Percentage on contract
  - Percentage on-site
  - Skills
- Staffing Chart
  - Identify skills needed by phase of AMMP
  - Resource assignment to AMMP phase

This resource management plan shall be updated every six (6) months.

The Contractor shall be responsible for quantifying and qualifying sufficient personnel needed to perform the terms of this RFP, in alignment with the project roadmap activities for the term of the contract. This is a critical requirement and shall be closely monitored by the Agency.

The Agency requires the TCOE ‘lead’ to be housed onsite for the term of the contract. *This individual may be one of the primary leads identified below and they will be required to work at the Alabama Medicaid Agency Montgomery Central Office at least 75% of their billable hours.* This will help solidify team relationships and provide a local primary point of contact for the Agency. The Agency shall provide workspace and equipment at the Alabama Medicaid Agency Montgomery Central Office for this individual.

*The Agency reserves the right to request additional personnel onsite as needed to support SIT, End-to-End and UAT testing efforts at no additional cost to the Agency.* The Agency shall not pay travel time, travel expenses, meals or lodging for any TCOE Contractor.
The remaining Contractor leads and assigned ancillary personnel shall be offsite. The remaining Contractor leads and assigned ancillary personnel shall be available for telecommunications, electronic communication and video consultation with the Agency during normal business hours of 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday, excluding state holidays and emergency closures. The TCOE Contractor shall also support non-business hours as needed for scheduled releases, emergency and off cycle test-related activities subject to occur throughout the implementation life cycle with no additional cost incurred by the Agency.

All off-site personnel are required to have the following:

- Hardwired broadband internet connection either through DSL, cable or fiber to home (FiOS or FiberOptic) with minimum internet speed of 10 mbps download and 5 mbps upload contracted speed.
- Ability to work in a home environment that is private and free of distractions and be able to devote full attention to your job during work hours

The TCOE Contractor company management shall be available for Agency consultation during regular business hours anytime the Agency feels there is an issue that requires their attention.

The Agency reserves the right to conduct a personal interview with any Contractor personnel prior to the start of the contract and/or request replacement of personnel at any time before or during the contract.

As part of the response requirement specified in Section VI. Corporate Background and References, the Contractor shall identify and submit in the proposal personnel qualified to serve in the role(s) of primary leads and as Agency point of contacts for each generic role shown for the two (2) Services categories identified in Section I. C. TCOE Services Snapshot, including, but not limited to:

- Enterprise Services
  - services lead(s)
  - project administrative support(s)

- Module Services
  - project lead(s)
  - test technical engineer(s)
  - tester specialist(s)
  - project and quality assurance analyst(s)

The roles listed above are generalized descriptive terms and are not to be interpreted as official titles of the awarded Contractor organization. Personnel shall be sufficient to provide the services for each of the general roles identified by the Agency for the term of the contract.

### 3. CONFLICT OF INTEREST

All prospective, experienced Vendors interested in the TCOE or future AMMP procurements as depicted in Figure 3.1 are encouraged to bid on the AMMP Procurements when released by the Agency. There are, however, some restrictions regarding future contract awards, that are important to note.

1. The awarded TCOE Contractor is precluded from being awarded any other AMMP Contract (e.g., PMO Services or SI Services. Upon award of the TCOE contract, any active procurement response submitted by the awarded TCOE Contractor will immediately be deemed null and void.
2. Any Contractor who has a current contractual engagement with the AMA or is currently negotiating an AMA contract for PMO Services, TCOE or SI Services, is precluded from being awarded any module-based contract solution (e.g., Enterprise Data Services (EDS), Claims Processing Management Services (CPMS), Provider Management (PM), Modular Electronic Visit and Verification (MEVV), and/or Centralized Alabama Recipient Eligibility system (CARES).

3. Any Contractor who has a current contractual engagement with the AMA or is currently negotiating an AMA contract for any of the module-based solutions, is allowed and is eligible to be awarded multiple, additional module-based contracts for any future module-based solutions such as EDS, CPMS, PM, MEVV, and/or CARES.

All contract awards remain subject to the restrictions placed on actual or potential organizational conflicts of interest as described in Chapter 48 Code of Federal Regulation (CFR) and Alabama Procurement regulations.

See Section III. B.3. Conflict of Interest

Figure 3.1

<table>
<thead>
<tr>
<th>Planned Procurements</th>
<th>PMO</th>
<th>TCOE</th>
<th>SI</th>
<th>EDS</th>
<th>CPMS</th>
<th>PM</th>
<th>MEVV</th>
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<td>AMMP Program Support</td>
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<td>System Integrator (SI)</td>
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<td>AMMP Module-Based Procurements</td>
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<td>Enterprise Data Services (EDS)</td>
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<td>Claims Processing Management System (CPMS)</td>
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<td>Precluded</td>
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<td>Provider Management (PM)</td>
<td>Precluded</td>
<td>Precluded</td>
<td>Precluded</td>
<td>Awarded</td>
<td>Awarded</td>
<td>Awarded</td>
<td>Awarded</td>
</tr>
<tr>
<td>Modular Electronic Visit Verification (MEVV)</td>
<td>Precluded</td>
<td>Precluded</td>
<td>Precluded</td>
<td>Awarded</td>
<td>Awarded</td>
<td>Awarded</td>
<td>Awarded</td>
</tr>
</tbody>
</table>

Precluded: Awarded Contractor(s) are precluded from future contract award for any module-based solution contracts within the AMMP

Awarded: Awarded Contractor(s) are not precluded from future award for any module-based solution contracts within the AMMP.

As part of the proposal submission, the Respondent must submit a statement that they have an understanding of the Conflict of Interest Exclusion prohibiting the Contractor from holding multiple contracts with overlapping contract dates related to the Alabama MMIS modularity project. RFx

4. SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES (SRDs)

The table below lists the requirement(s), specifications, and deliverables for this section. The Agency categorizes a deliverable type as either a ‘Plan’ (P) or ‘Service/Activity’ (S/A), reflected in the ‘Type’ column.

As part of the proposal submission, the Respondent must describe how they plan to satisfy the requirements of Section III. B Contractor Specifications. RFx

Exhibit: Contractor Specifications SRDs Table
<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Requirement</th>
<th>Specifications</th>
<th>Deliverable Name</th>
<th>Type</th>
<th>Artifact/Activity</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>III B. 1</td>
<td>Physical Location</td>
<td>The Contractor shall ensure one personnel designated as TCOE lead shall be present onsite at the Alabama Medicaid Agency office location. The Agency reserves the right to request additional personnel onsite as needed to support SIT, End-to-End and UAT testing efforts at no additional cost to the Agency.</td>
<td>As stated</td>
<td>NA (Not a payable deliverable)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III B. 1</td>
<td>Physical Location</td>
<td>The Contractor’s staffing solution will only include staff performing AMMP work to be located within the continental United States (CONUS).</td>
<td>As stated</td>
<td>NA (Not a payable deliverable)</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>
| III. B. 2 | Resource Management and Scheduling | The Contractor shall develop and submit Resource Management Plan to the Agency for review and approval within eight (8) weeks from contract start date. The Contractor shall update the Resource Management Plan every 6 months through the term of the contract. | • TCOE Organization Overview  
• TCOE Organization Chart  
• Roles and responsibilities  
• Resource Identification  
  o Role  
  o Percentage on contract  
  o Percentage on-site  
  o Skills  
• Staffing Chart  
  o Identify skills needed by phase of AMMP  
  o Resource assignment to AMMP phase | Resource Management Plan | P | NA | Eight (8) weeks from contract Start date  
Update every 6 months throughout the term of the contract |
| III. B. 2 | Resource Management and Scheduling | The Contractor’s shall have all personnel and ancillary personnel adhere to all applicable policies, procedures and training requirement throughout the term of the contract | As Stated | NA | NA | NA | NA |
| III. B. 2 | Resource Management and Scheduling | The Contractor shall be responsible for quantifying and qualifying sufficient personnel needed to perform Agency contract services, in alignment with the project roadmap activities for term of the contract | As Stated | NA | NA | NA | NA |
| III. B. 2 | Resource Management and Scheduling | The Contractor shall provide the following Enterprise Services personnel in the quantity needed to support the responsibilities and tasks defined in this RFP for the term of the contract.  
1. Services Lead(s)  
2. Project administrative support(s) | As Stated | NA | NA | NA | NA |
| III. B. 2 | Resource Management and Scheduling | The Contractor shall have all personnel and ancillary personal working offsite equipped with hardwired broadband internet connection either through DSL, cable or fiber to home (FiOS or FiberOptic) with minimum internet speed of 10 mbps download and 5 mbps upload contracted speed. | As Stated | NA | NA | NA | NA |
| III. B. 2 | Resource Management and Scheduling | The Contractor shall have all personnel and ancillary personal working offsite work in an environment that is private and free of distractions and be able to devote full attention to your job during work hours | As Stated | NA | NA | NA | NA |
| III. B. 2 | Resource Management and Scheduling | The Contractor shall provide the following Module Services personnel in the quantity needed to support the responsibilities and tasks defined in this RFP for the term of the contract: | As Stated | NA | NA | NA | NA |
C. ENTERPRISE SERVICES

Enterprise Services includes administrative governance plans and processes for the TCOE, project management details, and program support. The following subsections defines the requirements related to:

- Agency and Contractor Software, Tools & Methodology
- PMO Artifact software and Storage
- Data
- Hardware (Agency and Contractor Provided)
- AMMP Testing Strategy
- TCOE Module Testing Oversight Plan
- Testing Requirements and Reviews
- Defect Identification and Management
- Specifications, Requirements, and Deliverables (SRDs) Table

1. AGENCY AND CONTRACTOR SOFTWARE, TOOLS & METHODOLOGY

The Agency anticipates a Contractor with mature test management processes and methodologies suitable for large scale IT projects. The Agency is not mandating specific project test methodologies or tools for the AMMP module Contractors, so it is incumbent for the Contractor to be proficient across multiple, standard industry project management and systems methodologies, including, but not limited to, Agile, Waterfall, and hybrid, as well as others.

The Agency has established enterprise project management tools used for capturing requirements, testing details and business processes for the AMMP. Access to appropriate AMMP Tools artifacts will be given to the Contractor. See Appendix C: Procurement Library Contents for more information.

2. PMO ARTIFACT SOFTWARE AND STORAGE

Artifacts, including all project deliverables and resulting systems documentation shall be stored in an electronic format in the Agency approved documentation storage solution. The working versions of artifacts may be stored in the Contractor’s document repository. The versions submitted for Medicaid review and the approved versions of all artifacts must be stored in an Alabama Medicaid SharePoint site provided specifically for this contract. The Contractor shall follow the AMMP Style Guide (PMO-2-k-02) for all deliverable submitted to the Agency for review and approval. AMMP utilizes a Deliverable Management Tool (DMT) to manage...
deliverables through the review and approval process. Each Contractor will be required to submit their deliverables to the DMT. See the Procurement Library for the DMT Overview. The TCOE Contractor shall schedule a meeting for all applicable reviewers within 3 days to review deliverables not approved at the end of the defined DMT review cycle.

The designated Medicaid site shall be the “source of truth” for all Contractor artifacts and shall be organized to allow all stakeholders easy access to the artifacts. The Contractor shall maintain or update all artifacts in the designated Medicaid SharePoint site to reflect the current state of the project. Documentation shall be maintained as the part of any change. Any documentation that is out of date for more than one (1) month from the time the change occurred will result in a Corrective Action Plan (CAP) on the Contractor. See Section III.E.3 Statement of Concern and Corrective Action Plan.

The Contractor must use products compatible with Microsoft Windows 10 and Microsoft Office 365. This includes software compatible with Microsoft Project 2016 or later as a scheduling software. Any common software used for the AMMP must be approved by the Agency. Whenever possible, Medicaid prefers Commercial Off-The-Shelf (COTS) software. Proprietary software must be clearly identified and receive written permission from the Agency before use. The Contractor will be responsible for maintenance and support of any software used on AMMP.

Specific task deliverables will have a deliverable definition template provided by AMMP. If the Contractor would prefer to use a different template, it must be submitted to the Agency for approval at least 10 days prior to the Contractor starting work on the deliverable.

- The format (or template) of all documents must be approved by the Agency
- In many cases, one template can be used for multiple documents and the Contractor shall indicate this when the template is submitted for approval
- The Contractor's deliverables and documentation shall:
  - Meet or exceed the requirements found in State and Federal guidance
  - Follow industry best practices.
  - Contain all the criteria identified for the deliverable as outlined in the Specifications, Requirements and Deliverable (SRDs) Tables.
  - Meet the Agency approved standards and content requirements as defined in the SOW.

The master version of all documents will be retained in the designated Agency SharePoint site. Each deliverable will be reviewed by the PMO and will require formal approval (e-mail will be acceptable) from the Agency.

Any document submitted as a deliverable or artifact shall be branded to be Alabama-specific. Contractor or other client branding shall not be visible on submitted items or included in document metadata. The Agency shall assume property ownership of any Contractor artifacts, presentations, diagrams, and/or reports submitted for test management purposes to the AMMP. The Agency shall provide the TCOE with Alabama Medicaid graphics, icons and branding language. The Contractor shall use only organization or Agency document storage solutions such as SharePoint for electronic submissions or sharing of AMMP documentation. See Sections III. E. 1 Security and III. E. 2 Medicaid Enterprise Security
3. DATA
For purposes of testing, the Contractor shall comply with all applicable data governance, privacy office and information security as provisioned by federal and state requirements. The TCOE framework shall reflect compliance with data governance, privacy office, and information security provisioned by federal and state requirements.

4. HARDWARE
The Contractor shall remain compliant with security requirements for Agency and Contractor-provided hardware used to perform AMMP work for the contract term.

4.1 AGENCY PROVIDED HARDWARE
The Agency shall supply onsite Contractor personnel with desks, phones, laptops configured and maintained by the Agency, and access to network printers. Contractor personnel assigned state hardware shall be required to physically sign receipts and they will be fully responsible for the items assigned to them. This includes reimbursing the state for any lost, stolen, or damaged hardware.

The Agency reserves the right to provide state-issued laptops configured and maintained by the Agency and Virtual Private Network (VPN) access for offsite Contractor personnel in support of module Contractor testing efforts.

The Contractor personnel using state supplied hardware shall have access to the state network and selected network locations. TCOE personnel provided with state hardware must comply with state regulations of use.

All data residing on the Contractor or state supplied hardware used to conduct business for the Agency shall be considered state property and must be turned over to the Agency upon request or termination of the employee or contract.

4.2 CONTRACTOR PROVIDED HARDWARE
The Contractor shall be responsible for providing the hardware needed by off-site personnel performing work on the AMMP. The Agency will require compliance with all Agency configuration and security policies, this may include periodic scanning by the Agency of the individual notebook/laptop computers.

Contractor provided hardware will not be allowed to connect to the state network, unless specifically authorized in writing by the Agency.

The Contractor’s hardware shall be protected by industry standard virus protection software which is automatically updated on a regular schedule. The Contractor shall also install security patches which are relevant to the operating system and any other system software. The Contractor shall use full disk encryption protection. The Contractor shall meet the requirements set forth in the CMS Acceptable Risk Safeguards 3.0. Sections III. E. 1 Security and III. E. 2 Medicaid Enterprise Security

The Contractor shall maintain Contractor-owned hardware to be compliant with Alabama Medicaid Information Security Office (ISO) at all times. See Sections X. B Compliance with State and Federal Regulations and X. E Confidentiality

5. AMMP TESTING STRATEGY
The Contractor shall create an AMMP Testing Strategy Document. This strategy will be used by all AMMP modules and Contractors regardless of the solution product, software architecture or software development.
methodology. The module Contractors shall each develop a Test Evaluation and Management Plan (TEMP) that defines their testing processes and procedures as well as a Detailed Test Plan. The templates for the Test Evaluation and Management Plan (TEMP) and Detail Test plan are in the procurement library. These module specific documents must follow the AMMP Testing Strategy Document defined by the TCOE Contractor. The TCOE Contractor will be required to review and comment on each module Test Evaluation and Management Plan (TEMP) and Detailed Test Plan to verify that the module Contractor follows the strategy defined in the AMMP Testing Strategy Document.

The AMMP Testing Strategy shall include, but not be limited to:

Introduction
   Overview
   Scope and Goals
   Test Approach
   Test Levels
   Test Types
   Environment Requirements
   System Integration Testing
   End-to-End testing execution and support
   User Acceptance Testing support
   Industry Standards to Follow
   Test Deliverables
   Testing Metrics
   Requirements Traceability Matrix
   Risk Identification and Mitigation
   Reporting Tool
   Testing Summary

The TCOE Testing Strategy will apply to all modules that join the AMMP after the Agency approves the strategy. Modules that join the AMMP prior to Agency approval of the strategy will follow the testing processes and requirements defined in their RFP/RFB. The TCOE will use the information in the RFP/RFB to monitor and report on each module testing activities.

6. TCOE MODULE TEST OVERSIGHT PLAN

The Contractor shall define an AMMP Test Oversight Plan. This plan shall define the processes, procedures and metrics that will be used by the TCOE to provide module testing oversight. The TCOE will be responsible for

The AMMP Module Test Oversight Plan shall include, but not be limited to:

1. Testing objectives and scope,
2. Monitoring and validating test development
3. Entrance and Exit criteria for testing
4. Identifying End-to-End test cases
5. Identify SIT test cases
6. Identifying regression test cases
7. Identifying User Acceptance Test cases
8. Monitoring and Validating Test execution
9. Reviewing and monitoring Requirement Traceability Matrix
10. Reviewing and monitoring defect management
11. Executing and reporting on End-to-End testing
12. Supporting User Acceptance Testing
13. Gathering and reporting on testing metrics
14. Gathering and reporting on test Quality Assurance/Quality Controls (QA/QC) measurements

The TCOE Module Test Oversight Plan will apply to all modules that join the AMMP after the Agency approves the plan. Modules that join the AMMP prior to Agency approval of the plan will follow the testing processes and requirements defined in their RFP/RFB. The TCOE will use the information in the RFP/RFB to monitor and report on each module testing activities.

7. TESTING REQUIREMENTS AND REVIEWS

The TCOE Contractor shall review or develop sections of the RFP/RFB related to testing. This can include several areas such as requirements, Design, Configure & Build (DCB), testing, operations, etc. The Agency will be depending on the TCOE Contractor to provide the testing expertise needed to support the entire AMMP from requirements through end of contract turnover.

8. DEFECT IDENTIFICATION AND MANAGEMENT

The TCOE Contractor will be required to follow the AMMP processes for Change, Defect and Release Management. All module contractors will follow the same processes. The TCOE Contractor shall be responsible for monitoring the module contractors to ensure the AMMP processes are followed including the ones defined below.

High priority defects that are identified during the normal business hours of 8:00 AM to 4:00 PM Central time, will be reported to their Agency contact by phone and e-mail that same day. The Contractor shall send an e-mail and text message for high priority defects identified after normal business hours. Examples of high priority defects are:

- Defect that impacts all users
- Defect that impact patient services
- Defects that are highly visible
- Defects that slow or stop business functions

Lower Priority defects (not identified above) shall be reported to the Agency by phone or e-mail the day the defect is identified or prior to 8:00 AM Central time the next business day.

Module contractors are required to resolve each new defect identified in the system within 90 days from the date the defect is identified. In extreme cases, the module contractor shall discuss the issue with the Agency and a later date may be approved. If the module contractor does not resolve the defect in 90 days or the date approved by the Agency, then the Agency may request a Corrective Action Plan. There will be a Corrective Action Plan per defect.

The module contractor is required to track all defects through module tools, software, and documentation. This can include things such as design documentation, database documentation, software/configuration, release and release notes, risks, issues, etc.

Each module contractor will be required to provide their own help desk, tool and supporting staff. The AMMP System Integrator will provide a centralized Service Desk Management Tool and a centralized Change Management system. These centralized tools and systems will contain the information from each module tool or system. This plan will be provided at contract start-up.
As part of the TCOE Module Test Oversight, the TCOE Contractor shall monitor and report on the module contractors’ compliance with the AMMP Defect, Change and Release Management Plans.

9. SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES (SRDs) TABLE

The table below lists the specifications, requirement(s), and deliverables for this section. The Agency categorizes a deliverable type as either a ‘Plan’ (P) or ‘Service/Activity’ (S/A), reflected in the ‘Type’ column.

As part of the proposal submission, the Respondent must describe how they plan to satisfy the requirements of Section III. C. Enterprise Services. RFx

Exhibit: TCOE Enterprise Services SRDs Table

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Requirement</th>
<th>Specifications</th>
<th>Deliverable Name</th>
<th>Type</th>
<th>Artifact/Activity</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>III. C. 1</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall utilize the Agency approved documentation storage solution (e.g., SharePoint) to maintain system related business, technical, and operational documentation.</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall ensure all documentation is readily available online and electronically, maintained, retained, archived, and restored in accordance with Agency policies.</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall maintain a complete and accurate version control of all changes made to previously approved documentation. Version Control records will cover the complete life cycle of the documentation from inception to retirement.</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall use products or tools that are compatible with Microsoft Windows 10, Microsoft Office 365 and Microsoft Project 2016 or later that is still supported by Microsoft</td>
<td>As Stated</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall submit a deliverable definition template to the Agency for review and approval at least 10 days prior to starting work on a deliverable when a template is not provided by AMMP</td>
<td>As Stated</td>
<td>Deliverable Definition Template</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall align with, utilize, and cooperate with the PMO electronic workflow/management, tracking, routing, and archiving system for documentation that will record all activities associated with the creation and maintenance for all documentation.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall follow the AMMP Style Guide (PMO-2-k-02) for all deliverable submitted to the Agency for review and approval.</td>
<td>As Stated</td>
<td>TCOE Deliverables</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Type</td>
<td>Artifact/Activity</td>
<td>Frequency</td>
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<tr>
<td>III. C. 2</td>
<td>PMO Artifact Software and Storage</td>
<td>The Contractor shall schedule a meeting for all applicable reviewers within 3 days to review deliverables not approved at the end of the defined DMT review cycle.</td>
<td>As Stated</td>
<td>TCOE Deliverables</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 3</td>
<td>Data</td>
<td>The Contractor shall comply with all applicable data governance, privacy office and information security requirements as defined by federal and state policies and regulations.</td>
<td>As stated.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III. C. 4</td>
<td>Hardware</td>
<td>The Contractor shall remain compliant with security requirements for Agency and Contractor-provided hardware used to perform AMMP work for the term of the contract.</td>
<td>As stated.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III. C. 4</td>
<td>Hardware</td>
<td>The Contractor shall possess all necessary technology, software, hardware, and equipment, to facilitate project work, activities, and meetings via a remote/offsite location, as required by the Agency.</td>
<td>As stated.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III. C. 4</td>
<td>Hardware</td>
<td>The Contractor shall be compliance with all Agency configuration and security policies, this may include periodic scanning by the Agency of the individual notebook/laptop computers that are connected to the onsite Medicaid network.</td>
<td>As stated.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. C. 4</td>
<td>Hardware</td>
<td>The Contractor shall install virus protection software that is compliant to Agency, state and federal security and confidentiality regulations. The Contractor shall keep all virus protection software updated at all times. The Contractor shall also install security patches which are relevant to the operating system and any other system software. The Contractor shall use full disk encryption protection.</td>
<td>As stated.</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III.C.5</td>
<td>AMMP Testing Strategy</td>
<td>The Contractor shall develop and submit AMMP Testing Strategy to the Agency for review and approval within eight (8) weeks from contract start date. The Contractor shall update the AMMP Testing Strategy every 6 months though the term of the contract.</td>
<td>Overview Scope and Goals Test Approach Test Levels Test Types Environment Requirements End-to-End testing execution and support User Acceptance Testing support Industry Standards to Follow Test Deliverables Testing Metrics Requirements Traceability Matrix Risk Identification and Mitigation Reporting Tool Testing Summary</td>
<td>AMMP Testing Strategy</td>
<td>P</td>
<td>NA</td>
<td>Eight (8) weeks from contract start date Update every six (6) months throughout the term of the contract</td>
</tr>
<tr>
<td>III.C.5</td>
<td>AMMP Testing Strategy</td>
<td>The Contractor shall review and comment on each module Contractor's Test Evaluation and Management Plan (TEMP) to verify that the module contractor follows the AMMP Test Strategy.</td>
<td>As Stated</td>
<td>Module Test Evaluation and Management Plan (TEMP)</td>
<td>S/A</td>
<td>N/A</td>
<td>As needed</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Typ</td>
<td>Artifact/Activity</td>
<td>Frequency</td>
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<td></td>
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<td>During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur.</td>
<td></td>
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</tr>
</tbody>
</table>
| III.C.6 | TCOE Module Test Oversight Plan | The Contractor shall develop and submit AMMP Module Test Oversight Plan to the Agency for review and approval within eight (8) weeks from contract start date. The Contractor shall update the AMMP Module Test Oversight Plan every 6 months though the term of the contract. | • Testing objectives and scope,  
• Monitoring and validating test development  
• Entrance criteria for testing  
• Identifying End-to-End test cases  
• Identifying regression test cases  
• Identifying User acceptance test cases  
• Monitoring and Validating Test execution  
• Reviewing and monitoring Requirement Traceability Matrix  
• Reviewing and monitoring defect management  
• Executing and reporting on End-to-End testing  
• Supporting User Acceptance Testing  
• Gathering and reporting on testing metrics  
• Gathering and reporting on test Quality Assurance/Quality Controls (QA/QC) measurements | TCOE Module Test Oversight Plan | P   | NA               | Eight (8) weeks from contract start date  
Update every six (6) months throughout the term of the contract |
| III.C.7 | Testing Requirements and Reviews | The Contractor shall participate, provide input and develop testing requirements and specification for each of the AMMP module RFP/RFB that aligns with the TCOE strategy, methodology and plans. | As Stated                                                                                         | Test Requirements and Reviews (Not a payable deliverable) | S/A | NA               | As needed                                                                 |
| III.C.8 | Defect Identification and Management | The Contractor shall be required to follow the AMMP processes for Change, Defect and Release Management for the term of the contract. | As Stated                                                                                         | NA                          | S/A | NA               | NA                                                                        |

**D. MODULE SERVICES**

Module Services includes the oversight, monitoring, coordination and reporting of testing for each AMMP module and the System Integrator (SI). These services require a concentrated group of specialized test experts with a thorough understanding of the MMIS or a health care claims payment system. The Contractor shall attend AMMP RFP development sessions and provide input and recommendations. The TCOE Contractor shall also participate in module contractor sessions such as but not limited to; requirement validation, software configuration and all types of testing sessions. This will include the review and report on test structure, management, and execution. The following subsections defines the requirements related to:

- RFP/RFB Support for Testing
- Module Test Planning
- Module Test Oversight
- Requirements Traceability Matrix (RTM)
- Test Case Extract and Test Phase Acceptance
- Specifications, Deliverables and Requirements (SRDs) Table
1. **RFP/RFB SUPPORT FOR TESTING**

The TCOE Contractor shall participate in the definition of requirements and specifications for each AMMP module related to testing. This shall include working with the AMMP PMO to develop the RFP/RFB specifically related to testing. If a RFP/RFB has been published before the start of the TCOE contract, the TCOE Contractor shall understand that the signed contract must be followed and the request for any activities other than the ones defined in the contract must be approved by the AMMP PMO and may result in a Project Change Request for the module contractor. Whenever possible the TCOE Contractor shall remain within the scope of work defined in the module RFP/RFB. Once the TCOE Contractor is on-site, it will be their responsibility to ensure all required testing activities and deliverables are clearly defined in a module RFP/RFB. These include but are not limited to:

- **Requirements** – This support will verify the requirements are testable, clear and can be independently validated.

- **Specifications** – This support will ensure the testing processes and procedures defined in the RFP/RFB provide the information a Contractor will need.

- **Processes and Procedures** – This support will ensure the RFP/RFB contains the processes and procedures the TCOE Contractor will expect the module contractor to follow.

- **Metrics** – This support will ensure the metrics that each module contractor will be required to report are clearly defined in the RFP/RFB.

- **Reports** – This support will verify the RFP/RFB contains all the information and reporting requirements that the module contractor will be expected to provide.

2. **MODULE TEST PLANNING**

The TCOE Contractor shall begin planning for module testing after the release of the RFP/RFB. These activities shall include but not be limited to the activities defined below:

- **Requirement coverage** – This planning will allow the TCOE Contractor to easily and quickly verify that the test cases defined by the module contractor provide full testing coverage for a requirement.

- **System Integration Testing (SIT)** – The SIT test plan will ensure the MES systems work together. These SIT planning activities will involve more than one module contractor. The TCOE Contractor shall work with any Contractors that are already on-board to define their responsibilities and timeline. Once the RFP/RFB Contractor is on-site, the TCOE Contractor shall work with them to finalize the responsibilities and timeline to ensure that all SIT testing is complete before the CMS Operational Readiness Review (ORR). The TCOE contractor will ensure the modules perform the SIT test cases as defined and the MES systems are completely tested. The SIT Test Plan shall include but not be limited to the high-level plan, the test execution schedule, the test scenarios and the test cases.

- **End-to-End** - The End-to-End Test Plan will ensure the MES systems work together. These End-to-End planning activities will involve more than one module contractor. The TCOE Contractor shall work with any Contractors that are already on-board to define their responsibilities and timeline. Once the RFP/RFB Contractor is on-site, the TCOE Contractor shall work with them to finalize the responsibilities and timeline to ensure that all End-to-End testing is complete before the CMS.
Operational Readiness Review (ORR). The TCOE contractor will ensure the modules perform the End-to-End test cases as defined and the MES systems are completely tested. The End-to-End Test Plan shall include but not be limited to the high-level plan, the test execution schedule, the test scenarios and the test cases.

- User Acceptance Testing (UAT) - The UAT Plan will support the business areas in testing the new MES module. The UAT test case shall clearly define each step the user must execute and identify the provider ID and recipient ID to be used. The UAT test case shall also include the expected results. The TCOE contractor will support the business users in executing these test cases. The UAT Plan shall include but not be limited to the high-level plan, the test execution schedule, the test scenarios and the test cases.

3. MODULE OVERSIGHT
The TCOE Contractor shall participate and review all AMMP module project activities and artifacts related to requirements or testing. These include but are not limited to contract discovery, requirement validation, software configuration and all test activities or artifacts. The TCOE Contractor shall identify and report on inconsistencies, abnormalities, gaps, failures to follow procedures and anything else that should be reported to the EQP or PMO. The TCOE Contractor shall also monitor the module contractor for compliance to the AMMP Testing Strategy. The findings shall be included in the bi-weekly TCOE, EQP and PMO touchpoint meetings and the monthly PMO status reports defined in Section III.A.4 PMO Status and Touchpoint Meetings.

The TCOE Module Services team shall participate in test planning throughout the life of the AMMP. The TCOE Contractor shall review the following artifacts for accuracy, gaps, concerns and compliance with the AMMP Testing Strategy, federal regulations, and good practices. The TCOE Module Services team shall ensure sufficient test types and test stages are documented to thoroughly validate requirements and provide confidence in a successful implementation of the module. All concerns and recommendations shall be reported to the EQP and PMO using established communication and reporting processes. The artifacts to be reviewed by the TCOE Module Services team include but are not limited to:

- Test Evaluation and Management Plan (TEMP) – The TEMP defines the module contractor’s testing vision which includes their approach to testing, testing objectives, and the tools/processes and workflows used. Additionally, the TEMP shall define the module contractor’s test monitoring and controlling activities, defect management, and their overall deployment activities.

- Module Project Schedule – The module project schedule shall identify the tasks and associated dates for the Design, Configure and Build (DCB) activities.

- Detailed Test Plan – The Detailed Test plan(s) outlines test activities for development (or implementation) of the module solution(s), components, and support/activities. This includes methods of testing, test deployment/implementation, scope of testing, objectives, risks, constraints, criticality, testability, as well as resource identification and availability. Based on the information in the TEMP, the Detailed Test Plan will be updated and resubmitted multiple times throughout the testing phase.

- Test Phase Acceptance (TPA) package - The Test Phase Acceptance (TPA) package will provide visibility to the effectiveness of each test Phase. The package will include but not be limited to RTM coverage, test case analysis, defect analysis, corrective action plans, required workarounds and an
assessment for the test acceptance criteria. The TPA shall be produced weekly with a final version produced at the end of testing or at a time defined by the Agency.

The team shall also provide oversight and report on SIT, End-to-End and UAT testing for the modules.

4. REQUIREMENTS TRACEABILITY MATRIX (RTM)

The TCOE Module Services team shall review the RTM to validate the test cases associated with a requirement thoroughly test that requirement. The Contractor shall track the requirements and test case through all software development phases as well as through all phases of testing. If a requirement or test case is not needed in a software development phase or phase of testing, then the reason must be defined and presented to the Agency for approval. The TCOE Contractor shall provide a bi-weekly report on the RTM during the TCOE & PMO status meetings.

The TCOE Contractor shall submit the SIT, End-to-End and UAT RTM information in the Agency defined format to be loaded into the Agency’s Requirement Management RTM tool. The final version of the RTM with module updates as well as SIT, End-to-End and UAT will be included in the Module Test Phase Acceptance Report.

5. TEST CASE EXTRACT AND TEST PHASE ACCEPTANCE (TPA)

The module contractors shall provide a weekly test case extract and Test Phase Acceptance (TPA) package to the PMO and TCOE Contractor. The TCOE Contractor shall accept, review and store this information in an Agency approved location. Updates to the test case extract and TPA shall continue as long as the module contractor is making changes to the test cases. The test case information in the Detailed Test Plan or the TPA may be used for SIT, End-to-End and UAT test cases.

The TCOE Contractor shall review the work done by the module contractor to ensure the module is fully tested, all requirements are validated, and the module is production ready. The TCOE shall provide the EQP and the PMO a final TPA report which contains the findings and recommendations for that module. The report shall be produced at the end of the testing phase or at a time defined by the Agency.
### 6. SPECIFICATIONS, REQUIREMENTS AND DELIVERABLES (SRDs) TABLE

The table below lists the requirements, specifications and deliverables for this section. The Agency categorizes a deliverable type as either a ‘Plan’ (P) or ‘Service/Activity’ (S/A), reflected in the ‘Type’ column.

*As part of the proposal submission, the Respondent must describe how they plan to satisfy the requirements of Section III. D Module Services. RFx*

#### 1. Exhibit: Module Services RFx Table

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Requirement</th>
<th>Specifications</th>
<th>Deliverable Name</th>
<th>Type</th>
<th>Artifact/Activity</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>III. D 1</td>
<td>Module Services</td>
<td>The Contractor shall review all AMMP test and certification related deliverables, artifact and materials submitted by module Contractor and provide comments following the established program deliverable management process as stated in the Configuration Management and Document Validation (PMO-2r)</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 1</td>
<td>Module Services</td>
<td>The Contractor shall participate in all test planning activities for AMMP throughout the term of the contract.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>N/A</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 1</td>
<td>Module Services</td>
<td>The Contractor shall monitor all module Contractor testing activities and artifacts are aligned to the approved AMMP Test Strategy and is adhering to the module Contractor Test Evaluation and Management Plan (TEMP) planned activities. The Contractor shall report each module's testing activities that includes SIT, End-to-End and UAT progress and finding in the PMO Status and Touchpoint meetings</td>
<td>As Stated</td>
<td>Testing Activities and Testing Artifacts</td>
<td>S/A</td>
<td>N/A</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 1</td>
<td>Module Services</td>
<td>The Contractor shall identify and monitor each module contractors test activities which include but not limited to testing, test cases, test deployment for risk, issues and impact across project in alignment with the AMMP Testing Strategy</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 2</td>
<td>Module Test Planning</td>
<td>The Contractor shall provide support to business users in executing test cases during the SIT, End-to-End and UAT testing phase</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>N/A</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 3</td>
<td>Module Oversight</td>
<td>The Contractor shall identify and report inconsistencies, abnormalities, gaps, failure to adhere to processes and incompliance to AMMP Testing Strategy by the module contractors in the bi-weekly touchpoints</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 3</td>
<td>Module Oversight</td>
<td>The Contractor shall participate in module contractor's meetings such as but not limited to: requirement validation, software configuration and testing.</td>
<td>As stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III. D 3</td>
<td>Module Oversight</td>
<td>The Contractor shall review module contractor's End-to-End testing activities, test cases and test scenarios are align with module End-to-End test plan and</td>
<td>As stated</td>
<td>End-to-End Review</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
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<tr>
<td>III. D. 3</td>
<td>Module Oversight</td>
<td>The Contractor shall develop and submit End-to-End Test Plan to the Agency for review and approval within twelve (12) weeks from each AMMP module contract's start date. The End-to-End Test plan shall include but not limited to high level plan, test execution schedule, test scenarios and test cases. The Contractor shall update the End-to-End Test Plan every 6 months though the term of the contract for each AMMP module.</td>
<td>As stated</td>
<td>End-to-End Test Plan</td>
<td>P</td>
<td>NA</td>
<td>Within 12 weeks from contract start date</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Update every 6 months</td>
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<tr>
<td>III. D. 3</td>
<td>Module Oversight</td>
<td>The Contractor shall develop and submit System Integration Testing (SIT) Plan to the Agency for review and approval within twelve (12) weeks from each AMMP module contract's start date. The SIT Test plan shall include but not limited to high level plan, test execution schedule, test scenarios and test cases. The Contractor shall update the SIT Test Plan every 6 months though the term of the contract for each AMMP module.</td>
<td>As stated</td>
<td>SIT Test Plan</td>
<td>P</td>
<td>NA</td>
<td>Within 12 weeks from contract start date</td>
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<td></td>
<td>Update every 6 months</td>
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<tr>
<td>III. D. 3</td>
<td>Module Oversight</td>
<td>The Contractor shall develop and submit User Acceptance Testing (UAT) Plan to the Agency for review and approval within twelve (12) weeks from each AMMP module contract's start date. The UAT Test plan shall include but not limited to high level plan, test execution schedule, test scenarios and test cases. The Contractor shall update the UAT Test Plan every 6 months though the term of the contract for each AMMP module.</td>
<td>As stated</td>
<td>User Acceptance Testing (UAT) Plan</td>
<td>P</td>
<td>NA</td>
<td>Within 12 weeks from contract start date</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Update every 6 months</td>
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<tr>
<td>III. D. 4</td>
<td>Requirements Traceability Matrix (RTM)</td>
<td>The Contractor shall review the RTM to validate test cases associated with the requirement fully. The Contractor shall report to the EQP and PMO team bi-weekly on the RTM for term of the contract.</td>
<td>As stated</td>
<td>Requirement Traceability Matrix</td>
<td>S/A</td>
<td>NA</td>
<td>Bi-Weekly</td>
</tr>
<tr>
<td>III. D. 4</td>
<td>Requirements Traceability Matrix (RTM)</td>
<td>The Contractor shall update on the weekly basis information from SIT, End-to-End, UAT activities conducted by the module contractor in the Agency Requirement Management Tool throughout the term of the contract</td>
<td>As stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>Weekly</td>
</tr>
<tr>
<td>III. D.5</td>
<td>Test Case Extract and Test Phase</td>
<td>The Contractor shall review and monitor activities in the Test Phase Acceptance (TPA) package submitted weekly by module</td>
<td>As stated</td>
<td>TPA Review</td>
<td>S/A</td>
<td>NA</td>
<td>Weekly per module</td>
</tr>
</tbody>
</table>
### E. OTHER COMMON PROCESSES

The section below defines processes that will be used by all areas of this contract. Each section will have specific requirements that apply only to that area, but the specifications below are shared by all areas of the contract. The Agency feels these common processes will give consistency to a contract that has multiple areas or teams.

#### 1. SECURITY

The Contractor shall be aware all Contractors must comply with the program Physical and Data Security Plan that ensures all projects under AMMP shall follow applicable technical standards for physical and data security for all test management and testing efforts, across all modules, for the AMMP as prescribed by the Agency and CMS. These standards are defined in the HIPAA Security Rule located at 45 CFR Part 160 and Subparts A and C of Part 164 and the National Institute of Standards and Technology (NIST) Special Publication 800-53 Security Controls and Assessment Procedures for Federal Information Systems and Organizations, as well as, additional standards based on CMS policies, procedures, and guidance, other federal and non-federal guidance resources and industry leading security practices.

The Contractor shall be required to sign a data request form that attests that Alabama Medicaid data will be protected as required by applicable law, such as the HIPAA Privacy Rule, that includes the establishment of appropriate administrative, technical, and physical safeguards to protect the integrity, security, and confidentiality of the data, and to prevent unauthorized use or access to it.

The Contractor shall further affirm that such safeguards will provide a level and scope of security that is not less than the level and scope of security requirements established for federal agencies by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III--Security of Federal Automated Information Systems, as well as Federal Information Processing Standard (FIPS) 200 entitled “Minimum Security Requirements for Federal Information and Information Systems” and NIST Special Publication 800-53 “Recommended Security Controls for Federal Information Systems”.

Further, the Contractor shall agree that the data must not be physically moved, transmitted or disclosed in any way from or by the AMMP TCOE site without written approval from the Agency unless such movement,
transmission or disclosure is required by a law. See Sections III. C. 4 Hardware and III.E.2 Medicaid Enterprise Security for more information on security.

If the Contractor does not follow the security standards outlined, it will result in liquidated damages as defined in X. General Terms and Conditions and LL. Contract Liquidated Damages.

The Contractor shall ensure that test standards are applied in accordance with Security Specifications as described in the Medicaid Enterprise Security Policy, which is based on Federal Office of Management and Budget (OMB) Circular A-130, National Institute for Standards and Technology (NIST) Federal Information Processing Standard (FIPS) 200, NIST Special Publication 800-53: Security and Privacy Controls for Federal Information Systems and Organizations, and other applicable NIST Special Publications. The Medicaid Enterprise Security Policy is maintained in the Medicaid Governance, Risk, and Compliance (GRC) management platform. The GRC management platform will be made available to the Contractor through VPN access upon contract start.

For Contractor awareness, all systems projects under the AMMP shall:

1. Establish and maintain a comprehensive security program according to the requirements of the Medicaid Enterprise Security Policy
2. Maintain compliance with the Medicaid Enterprise Security Policy, based on federal standards such as NIST Special Publication 800-53 and subject to changes and updates as the agency Information Security Program matures, or as legislation, regulations, policies, publications, or practices change.

As a part of the proposal submission, the Respondent must describe their understanding of and how they plan to perform applicable requirements of Section III. E. 1. Security. RFx

2. MEDICAID ENTERPRISE SECURITY

The Agency ISO has defined the AMA Minimum Protection Requirements and the AMA Information Security Privacy Program.

The Contractor shall include in standards and practices of the TCOE compliance with the AMMP program defined architecture, standards, processes and procedures implemented for the policies defined by the Agency ISO. The Contractor shall also work with the Agency to identify methods that will be used to monitor and ensure the Agency defined policies are followed across the module Contractors for AMMP testing and test management practices.

3. STATEMENT OF CONCERN AND CORRECTIVE ACTION PLAN

The Agency will closely monitor the timely and adequate performance of the Contractor during each phase of the SOW. If the Agency identifies a problem with service or other performance, a Statement of Concern (SOC) or a Corrective Action Plan (CAP) will be requested per established program process.

Statement of Concern

The Agency will closely monitor the timely and adequate performance of the Contractor during each phase. Should the Contractor’s performance, communications, behaviors, or actions suggest or imply problems, concerns, or issues that may be forthcoming, the PMO will provide a statement of concern (SOC) to the
Contractor. This SOC will identify the concern(s), reference applicable guidelines or industry standards, and the reason for concern. The Contractor shall respond to the written statement of concern within three (3) business days and submit the response to the PMO. The response shall address the concern, identify how they are resolving the concern, reference applicable guidelines or industry standards, and/or provide alternate suggestions. The PMO shall provide a written response to the Contractor within five (5) business days of their submission. The Contractor or the PMO may request a meeting to discuss the concern at any time. All concern(s) identified by the PMO must be resolved within ten (10) business days of identification or the Contractor must receive PMO approval to delay or bypass the concern.

Corrective Action Plans

The Agency will closely monitor the timely and adequate performance of the Contractor during each phase of the SOW. If the Agency identifies a problem with Contractor performance, a Corrective Action Plan (CAP) will be requested. This includes but is not limited to:

a) Schedule delays of more than two (2) weeks without Agency prior approval
b) Documentation that is out of date more than one (1) month
c) Requirements that are not being met
d) SLAs that are not met consistently

A CAP will not be required for Agency approved schedule delays. The CAP must be finalized and submitted to the Agency within five (5) business days of a request for the plan. The Agency will have five (5) business days to review and approve the CAP. If the CAP is not approved by the Agency a meeting will be scheduled to discuss and finalize the CAP. The desired results of the meeting will be an approved CAP. The CAP shall identify the issue and state how the Contractor will correct the issue. It will provide details on the correction as well as a schedule of events to achieve the corrections. The details and status of the CAP will be discussed in depth during status meetings. The Contractor shall begin execution of the CAP within five (5) business days of Agency approval. If the Contractor fails to successfully execute the CAP, liquidated damages may be assessed as defined in Section X. General Terms and Conditions, LL. Contract Liquidated Damages.

CAPs are not included in the planned and scheduled work to the benefit of the State, and therefore CAPs will result in deliverables that are not separately priced or payable.

CONTRACTOR RESPONSIBILITIES

The responsibilities of the Contractor are identified for each of the tasks within the SOW. The Contractor is responsible for clearly specifying and requesting information from the Agency in a manner that does not delay any part of the schedule.

Medicaid expects all Contractors to work together transitioning into a modular enterprise system. The Contractor will be responsible for coordinating activities with other AMMP Contractors as needed. All Contractors are expected to be courteous, responsive, and professional. The Agency or a selected representative shall be included in all meetings between Contractors.

4. COMMUNICATIONS MANAGEMENT PLAN

AMMP has created a program level AMMP Communication Management Plan (COM-11), as well as the AMMP Responsibility Assignment Matrix which the TCOE Contractor must follow. The TCOE Contractor will work with the module contractor to develop a module specific communication plan. The TCOE Contractor will focus on the communication related to testing and will be responsible for monitoring the module contractor to ensure communication related to testing is comprehensive and timely.
5. QUALITY MANAGEMENT PLAN

As defined in Section III.A.1 – AMMP Attestation, the TCOE Contractor shall agree to abide by the AMMP Quality Management Plan for the term of the contract. In addition, the Contractor shall create a TCOE Testing Quality Management Plan for AMMP testing and oversight. This plan shall identify the quality processes and procedures that the module contractors must follow as well as the methods and metrics that the TCOE Contractor will use to ensure these processes and procedures are followed. The TCOE Contractor shall report on this in the monthly status reports and the PMO touchpoint meetings.

The TCOE Testing Quality Management Plan shall include Lessons Learned sessions after each module testing phase. These lessons learned shall be incorporated into the TCOE deliverables, process and procedures to constantly improve our testing for the AMMP.

6. END OF CONTRACT TURNOVER

Both the TCOE Contractor and the Agency benefit from successful End of Contract Turnover and Closeout activities. Contract turnover and closeout is essential for the timely execution of tasks and to conduct an Agency-approved closeout. The TCOE Contractor will be required to provide the initial Turnover Management Plan deliverable as detailed below within the first six (6) months from contract start date. The Turnover and Closeout Phase is defined as the last twelve (12) months prior to the end of the Contract. During the Turnover and Closeout Phase, the incumbent TCOE Contractor shall review and revise the Turnover Management Plan and deliver quarterly. The incumbent TCOE Contractor shall, during the Turnover and Closeout Phase, provide a Turnover Status Report and updated Turnover Schedule on a weekly basis. At the end of the contract term, the incumbent TCOE Contractor must be ready to turn over all records, data, manuals, training materials, plans and deliverables to the Agency, and a successor Contractor, to fulfill/complete all the requirements of the Contract term. The Agency expects the incumbent TCOE Contractor to cooperate with the Agency and the new Contractor to perform ongoing services, as well as support turnover and closeout services defined in the TCOE contract.

The closeout of TCOE business services must be completed without interruption of business operations, module services, or enterprise degradation and without a decrease in the responsiveness to the Agency clients and other MES stakeholders. Finally, the Agency expects that all end of contract, turnover training sessions and activities occur in an adequate timeframe to facilitate just-in-time knowledge transfer.

The Contractor shall provide an initial Turnover Management Plan, which is required for the transition of operations, services, and system components, to the Agency for review and approval six (6) months after contract start date. The Turnover and Closeout Phase is defined as the last twelve (12) months prior to the end of the contract. The initial Turnover Management Plan should include, but not be limited to, the following:

1) Detailed Turnover Approach: A clear description of the needs and expectations for the AMMP PMO, AMMP Contractors, the Agency, and any additional parties identified by the Agency
2) Turnover Communication Approach
3) Turnover Team
   a) Key roles and resources associated with Turnover planning and activities
   b) Defined responsibilities of each role specific to Turnover
4) Turnover assumptions, constraints and risks and recommendations

The Contractor is also expected to provide an updated Turnover Management Plan, which is required for the transition of operations, services, and system components, to the Agency for review and approval at least ninety (90) calendar days prior to the start of the turnover period, defined as the last twelve (12) months prior to the end of the contract.
The updated Turnover Management Plan shall facilitate and accomplish a seamless transition from the incumbent to an incoming Contractor, AMMP PMO, Agency personnel and any additional parties identified by the Agency at the expiration of the contract. The updated Turnover Management Plan should include, but not be limited to, the following:

1) Detailed Turnover Approach
2) Turnover Communication Approach
3) Turnover Team
4) Turnover Assumptions, Constraints and Risks and Recommendations
5) Turnover Strategy – including Initial Transition Readiness Assessment
6) Contract Continuity Approach
   a) Turnover Staffing Plan
      i. Key Personnel transition approach
      ii. Overall staffing approach for continued support and ramp down
   b) Procurement Management - Details of procurements in place, including but not limited to Third Party Labor, Products/Tasks, License/Contract End Dates
7) Property Turnover
   a) Equipment - Details of Agency, Incumbent, or any contractor supporting MES
   b) Full inventory of assets, including but not limited to operational, technology, application and documentation assets, or anything needed to operate and maintain the integrity of the module
8) Knowledge Transfer
   a) List of outstanding system defects, modifications or enhancements, and configuration requests, include including potential changes to supporting documentation
   b) Detailed approach to the knowledge transfer of documented assets.
   c) How the Contractor will conduct knowledge transfer needed to operate and maintain the module
   d) The necessary tasks and procedures to support ongoing operations.
   e) Any procedural documentation is updated with each enhancement or change to the system and is verified during this phase for accuracy.
9) Agency Agency-Owned Data or Artifacts
   a) Inventory and approach of all data sharing
   b) Approach to digitizing, transferring, and shredding hard copy artifacts
10) User Accounts
    a) The Contractor shall work with the AMMP PMO to coordinate an approach to ensuring accountability for disabling any personnel access and user accounts.
    b) List of Personnel User Account information by Agency system
    c) List of Contractor Personnel in possession of an Agency authorized property badge
    d) Finalized list upon contract turnover, including will include dates of deactivation or disabling of each individual account or access authorization
11) Turnover Acceptance Criteria - The Contractor shall draft the turnover acceptance criteria based on their intimate knowledge and expertise of the contract, the current status of the project and state of daily operations. Criteria may be compiled of key milestones, Knowledge Transfer, tasks, and activities designated in the Contractor contractor-provided and Agency Agency-approved Turnover Schedule, including a detailed description and responsible party

7. SPECIFICATIONS, REQUIREMENTS, AND DELIVERABLES (SRDs) TABLE

The table below lists the requirements, specifications and deliverables for this section. The Agency categorizes a deliverable type as either a ‘Plan’ (P) or ‘Service/Activity’ (S/A), reflected in the ‘Type’ column.
As part of the proposal submission, the Respondent must describe how they plan to satisfy the requirements of Section III. E Other Common Processes. RFx

**Exhibit: Other Common Processes SRD Table**

<table>
<thead>
<tr>
<th>Section</th>
<th>Section Title</th>
<th>Requirement</th>
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<th>Deliverable Name</th>
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<th>Frequency</th>
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</thead>
<tbody>
<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The Contractor shall comply with the Agency Physical and Data Security Plan for physical and data security technical standards required for all AMMP test management and testing efforts across all modules.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The Contractor Solution shall maintain compliance with the Medicaid Enterprise Security Policy, based on federal standards such as NIST Special Publication 800-53 and subject to changes and updates as the agency Information Security Program matures, or as legislation, regulations, policies, publications, or practices change. The Agency shall reserve the right to revoke Contractor’s access to information that it shares with the Contractor in the event an audit finds the Contractor has not met the security requirements specified in the Medicaid Enterprise Security Policy.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Section</td>
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<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The Contractor shall retain full responsibility for all maintenance and configuration changes to the solution(s) necessary to maintain Federal security and regulatory compliance.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The SI Contractor's solution shall ensure all data exchanges are restricted to the continental United States (CONUS).</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The Contractor shall comply and report on how the solution is ADA 508 compliant, following compliance standards defined by Section 508 of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, 36 CFR Part 1194, 42 CFR 431.206, and 45 CFR Part 80, which requires agencies to provide software and website accessibility to people with disabilities.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.1</td>
<td>Security</td>
<td>The Contractor shall retain and make accessible, according to 42 CFR 431.17 and State requirements, data entered into, maintained, or generated by the modified system, as directed by the Agency.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.2</td>
<td>Medicaid Enterprise Security</td>
<td>The Contractor shall include in standards and practices of the TCOE compliance with the AMMP program defined architecture, standards, processes and procedures implemented for the policies defined by the Agency ISO.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.2</td>
<td>Medicaid Enterprise Security</td>
<td>The Contractor shall also work with the Agency to identify methods that will be used to monitor and ensure the Agency defined policies are followed across the module Contractors for AMMP testing and test management practices.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.3</td>
<td>Statement of Concern and Corrective Action Plan</td>
<td>The Contractor shall respond to the written statement of concern within three (3) business days and submit the response to the PMO. The PMO shall provide a written response to the Contractor within five (5) business days of their submission. All concern(s) identified by the PMO must be resolved within ten (10) business days of identification or the Contractor must receive PMO approval to delay or bypass the concern.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.3</td>
<td>Statement of Concern and Corrective Action Plan</td>
<td>The Contractor shall submit a Corrective Action Plan (CAP) within five (5) business days upon request to the Agency for review and approval. If the CAP is not approved by the Agency a meeting will be held to discuss the concern.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Type</td>
<td>Artifact/Activity</td>
<td>Frequency</td>
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<tr>
<td>III.E.3</td>
<td>Statement of Concern and Corrective Action Plan</td>
<td>The Contractor shall begin execution of the CAP within five (5) days of Agency approval. If the Contractor fails to successfully execute the CAP, liquidated damages may be assessed.</td>
<td>As Stated</td>
<td>NA</td>
<td>S/A</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.4</td>
<td>Communications Management Plan</td>
<td>The Contractor shall provide input and collaborate with AMMP module Contractor to develop a module specific Communication Management Plan. During the term of contract, the Contractor shall be given the opportunity to review and comment on any changes to the plans as they occur.</td>
<td>As Stated</td>
<td>AMMP Communication Management Plan</td>
<td>S/A</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III.E.5</td>
<td>Quality Management Plan</td>
<td>The Contractor shall develop and submit TCOE Testing Quality Management Plan for AMMP testing and oversight to the Agency for review and approval within six (6) weeks from contract start date. The Contractor shall update the TCOE Quality Management Plan every 6 months though the term of the contract.</td>
<td>As Stated</td>
<td>TCOE Testing Quality Management Plan</td>
<td>P</td>
<td>Within six (6) weeks from the contract start date Update every 6 months through the term of the contract.</td>
<td></td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall develop and submit Turnover Management Plan to the Agency for review and approval within six (6) months from contract start date. The contractor shall update the Turnover Management Plan annually though the term of the contract.</td>
<td>As Stated</td>
<td>Turnover Management Plan</td>
<td>P</td>
<td>NA</td>
<td>Within six (6) months of the start of a new contract Update annually through term of contract</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall, within six (6) weeks of the contract start date of the incoming Contractor, hold the turnover kick-off meeting with the Agency, PMO, MES Contractors, and the incoming Contractor.</td>
<td>As stated</td>
<td>Turnover Kickoff</td>
<td>S/A</td>
<td>NA</td>
<td>Within (6) weeks of a new contract start date</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall update and submit, for Agency review and approval, the Turnover Management Plan, one quarter prior to the beginning of the Turnover and Closeout Phase, to be updated quarterly, thereafter.</td>
<td>As stated</td>
<td>Turnover Management Plan</td>
<td>P</td>
<td>NA</td>
<td>Update (90) days prior to the start of the turnover period, then Quarterly.</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall, along with the PMO and incoming Contractor, within four (4) weeks of new contract start, hold a meeting with the Agency to walkthrough the Turnover Management Plan Deliverable and receive Agency approval. Comments and issues will be resolved during the meeting with the Agency, if possible. Any outstanding comments and</td>
<td>As stated</td>
<td>(Not a payable deliverable)</td>
<td>SA</td>
<td>NA</td>
<td>Within (4) weeks of a new contract start date</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
<td>Requirement</td>
<td>Specifications</td>
<td>Deliverable Name</td>
<td>Type</td>
<td>Artifact/Activity</td>
<td>Frequency</td>
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<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>issues must be handled through remediation to the plan within five (5) calendar days.</td>
<td>As stated</td>
<td>(Not a payable deliverable)</td>
<td>SA</td>
<td>NA</td>
<td>Within (6) weeks of a new contract start date</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall, within six (6) weeks of new contract start, facilitate an initial meeting (to occur after discovery sessions have completed) with the new Contractor, PMO, and the Agency to review the Agency approved Turnover Management Plan, updated Turnover and Closeout Phase schedule and plan the initial kickoff meeting with all MES Contractors.</td>
<td>As stated</td>
<td>NA</td>
<td>SA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall collaborate with the new Contractor, and the PMO to develop and submit the Turnover and Closeout Phase schedule for review and approval by the Agency in alignment with the following timeframes: 1. Initial submittal within 6 weeks of the new Contract execution date 2. Agency review and approval to be completed within 8 weeks of completion of the discovery sessions 3. Weekly updates thereafter until the end of the contract.</td>
<td>As stated</td>
<td>Turnover and Closeout Schedule (Not a payable deliverable)</td>
<td>SA</td>
<td>NA</td>
<td>As Stated</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall submit, for Agency review and approval, the Turnover Management Status Report and Schedule on a weekly basis throughout the Turnover and Closeout phase.</td>
<td>As stated</td>
<td>NA</td>
<td>SA</td>
<td>NA</td>
<td>Weekly</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall designate key points of contacts for turnover planning and activities in accordance with the Turnover Management Plan.</td>
<td>As stated</td>
<td>N/A</td>
<td>SA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall, if requested, allow the Agency or Agency specified resource, to work side-by-side to facilitate knowledge transfer.</td>
<td>As stated</td>
<td>N/A</td>
<td>SA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall provide and assign staffing resources to successfully complete the Turnover Management Plan and activities according to the approved Turnover Schedule.</td>
<td>As stated</td>
<td>N/A</td>
<td>SA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall turnover, in a format approved by the Agency, all records, data, manuals, training materials, plans, and deliverables to the Agency in accordance with the Agency approved Turnover Management Plan and Turnover and Closeout Phase schedule.</td>
<td>As stated</td>
<td>N/A</td>
<td>SA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>III.E.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall generate and provide all Agency requested, documentation and data for inclusion into a</td>
<td>As stated</td>
<td>NA</td>
<td>SA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>Section</td>
<td>Section Title</td>
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<tr>
<td>IIE.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall return all documents, which refers to any outstanding documentation after the completion of turnover activities with the incoming contractor, to Medicaid within three (3) business days following expiration or termination of the contract. This includes but is not limited to: 1. Final records 2. Checklists 3. Data dumps</td>
<td>As stated</td>
<td>(Not a payable deliverable)</td>
<td>SA</td>
<td>NA</td>
<td>As Needed</td>
</tr>
<tr>
<td>IIE.6</td>
<td>End of Contract Turnover</td>
<td>The Contractor shall upon the expiration of the Contract term or the termination date, remove/delete and sanitize all Medicaid data from all Contractor storage devices and media in accordance with the Medicaid Enterprise Security Policy and submit an attestation of those actions to the Agency upon the expiration of the Contract term or the termination date.</td>
<td>As stated</td>
<td>N/A</td>
<td>SA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>IIE.6</td>
<td>End of Contract Turnover</td>
<td>The contractor shall maintain all software and production data files used in the performance of the contract for at least one hundred twenty (120) calendar days after the expiration or termination of the contract and shall maintain such at a readily accessible place and shall make them available to the Agency on demand in the format and media requested.</td>
<td>As stated</td>
<td>(Not a payable deliverable)</td>
<td>SA</td>
<td>NA</td>
<td>As stated</td>
</tr>
</tbody>
</table>
IV. Pricing

The Respondent’s price must specify a firm and fixed fee for completion of the TCOE services. No time-and-materials Proposals will be considered. Pricing is to be the best and final price. Contractors must submit pricing for all consultant services to be delivered as a full-service model, including the ancillary staffing of SIT, End-to-End and UAT support and positions for the module Contractor services.

The Contractor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed price quoted in the Contractor’s proposal to this RFP. All proposals must state a firm and fixed price for the services described.

Cost Proposal

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

Pricing information must be included in the RFP proposal cover sheet.

Contractors must use Appendix C Procurement Library Contents, Pricing Schedule to submit the final firm and fixed costs to be used for evaluation purposes.

The Pricing Schedule 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.

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

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

In order to assure full performance of all obligations imposed on a Contractor contracting with the State of Alabama, the Contractor will be required to provide a performance guarantee in the amount of $600,000.00. The performance guarantee must be submitted by Contractor at least ten (10) calendar days prior to the contract start date. The form of security guarantee must be one of the following: (1) Cashier’s check (personal or company checks are not acceptable) (2) Other type of bank certified check (3) Money order (4) An irrevocable letter of credit (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond must be in force from that date through the term of the operations contract and ninety (90) calendar days beyond and must be conditioned on faithful performance of all contractual obligations. Failure of the Contractor to perform satisfactorily will cause the performance bond to become due and payable to the State of Alabama. The Chief Financial Officer of Medicaid or his designee shall be custodian of the performance bond. Said bond will be extended in the event the Agency exercises its option to extend the operational contract.

As part of the proposal submission, the Respondent must provide the pricing information from Section IV. Pricing. RFx
V. General Medicaid Information

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

The Agency’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 state 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.

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).

VI. Corporate Background and References

As part of this proposal, entities submitting proposals and all subcontractors must:
a. Provide evidence that the Corporation and applicable Sub-Contractor possess the qualifications required in this RFP. If a subcontractor is warranted, the Contractor must identify the percentage of work, as measured by the total Proposal price, to be performed by the subcontractor. All Contractor and subcontractor employees must work in the continental United States.

b. Provide a description of the Contractor’s and subcontractor’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 of Senior Managers and Partners in regard to this contract. Use Appendix E: Key Personnel Resume Sheet.
   5. A list of all similar projects the Contractor has worked on within the last three years. The list must show at least three contracts where the Contractor has been the primary Contractor.
   6. A detailed breakdown of proposed staffing for this project to include name, qualifications, work history, Contractor history (hire date, projects/roles) and anticipated role(s)/title(s) to be assigned to the AMMP. This summary shall clearly indicate if the individual is considered a ‘lead’ or ‘ancillary’ proposed personnel.
   7. Include a project organizational chart depicting the Contractor’s organization in relation to the TCOE Services project including Contractor leads. The project organizational chart shall include staffing levels and experience to demonstrate the ability to successfully complete the project. A detailed breakdown of proposed Contractor leads for this project, including names, resumes, and the three professional references.
   8. A list of all Medicaid agencies or other entities for which the Contractor currently performs similar work including the dates of the contracts.
   9. Evidence that the Contractor is financially stable and that it has the necessary infrastructure to complete this contract as described in the Contractor’s Proposal. The Contractor must provide audited financial statements for the last three years, or similar evidence of financial stability for the last three years.
   10. 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.
   11. 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. The Contractor and sub-contractor must have all necessary business licenses, registrations and professional certifications at the time of the contracting to be able to do business in Alabama. All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not limited to, Code of Alabama 1975, 10A-1-7.01 et seq., and shall have filed and possess a valid “Application for Registration” issued by the Secretary of State at the time of responding to this RFP. To obtain forms for the application, contact the Secretary of State, (334) 242-5324, www.sos.state.al.us.

d. Have a minimum of five (5) years of experience providing test management services for a major health care, state or federal government system project requiring cross system integrated testing in implementing non-premised software solutions (SaaS or COTS) across a Service Oriented Architecture (SOA).
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. **Two of the three references must be other** major health care, state or federal government system project **testing contracts listed as the primary Contractor. You may not use any Alabama Medicaid Agency personnel as a reference.**

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

*As part of the proposal submission, the Respondent must provide the information requested from Section VI. Corporate Background and References. RFx*

**VII. Transmittal Letter**

As part of this proposal, the Vendor 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 award pursuant to it.
2. The letter must provide the name, physical location address (a PO Box address is unacceptable), email 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 ninety (90) days subsequent to the Proposal Due Date (Section B, Schedule of Events) and thereafter in accordance with any resulting Contract between the Contractor and Medicaid.
4. The letter must contain a statement 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.

*As part of the proposal submission, the Respondent must provide the information requested from Section VII. Transmittal Letter. RFx*

**VIII. Submission Requirements**

**A. Authority**

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code and 45 CFR part 75. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.
In accordance with 45 CFR part 75, the Agency encourages free and open competition among Vendors. Whenever possible, the Agency will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Agency’s need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

From the date this RFP is issued until a 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. Vendors or their representatives must not communicate with any state staff or officials regarding this procurement with the exception of the Project Director. Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

<table>
<thead>
<tr>
<th>Project Director:</th>
<th>Shannon Crane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Alabama Medicaid Agency</td>
</tr>
<tr>
<td></td>
<td>Lurleen B. Wallace Bldg.</td>
</tr>
<tr>
<td></td>
<td>501 Dexter Avenue</td>
</tr>
<tr>
<td></td>
<td>PO Box 5624</td>
</tr>
<tr>
<td></td>
<td>Montgomery, Alabama 36103-5624</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td><a href="mailto:TCOERFP@Medicaid.Alabama.Gov">TCOERFP@Medicaid.Alabama.Gov</a></td>
</tr>
</tbody>
</table>

C. RFP Documentation

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

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP must submit questions and receive formal, written replies from the Agency. Each question must be submitted to the Project Director via email using the TCOE RFP Question Log Spreadsheet located in the Procurement Library. Questions and answers will be posted on the website as available.

E. Acceptance of Standard Terms and Conditions

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

F. Adherence to Specifications and Requirements

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

G. Order of Precedence

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

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

I. Offer in Effect for 90 Days

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

J. Agency 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 Agency are entirely the responsibility of the Vendor. The Agency is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal, or any other costs incurred by the Vendor prior to execution of a contract.

K. Agency’s Rights Reserved

While the Agency 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 Agency to award and execute a contract. Upon a determination such actions would be in its best interest, the Agency, in its sole discretion, reserves the right to:

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

L. Price

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

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

N. Proposal Format

Proposals must be prepared on standard 8½” x 11” paper using a font no smaller than 11 points with 1” margins and must be bound. All proposal pages must be numbered unless specified otherwise. All responses, as well as, any reference material presented, must be written in English.

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

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

O. Proposal Withdrawal

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

P. Proposal Amendment

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

Q. Proposal Errors

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

R. Disclosure of ProposalContents

Proposals and supporting documents are kept confidential until the evaluation process is complete, and a Vendor has been selected. The Vendor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as “CONFIDENTIAL”. The Vendor must also state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law and is marked as Proprietary Information. By way of illustration but not limitation, “Proprietary Information” may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know how, improvements, discoveries, developments, designs and techniques.
Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Vendor to indicate information that is to remain confidential. Medicaid assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, Medicaid may deem the proposal as non-compliant and may reject it.

**S. Submission of Proposals**

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2022-TCOE-01. Proposals must be sent to the attention of the Project Director and received at the Agency as specified in the Schedule of Events. It is the responsibility of the Vendor to ensure receipt of the Proposal by the deadline specified in the Schedule of Events.

**T. Copies Required**

Vendors must submit one original Proposal with original signatures in ink, three additional hard copies in binder form, plus two (2) electronic (Word format) copies of the Proposal on jump drive clearly labeled with the Vendor name. One electronic copy (Word and searchable PDF format) MUST be a complete version of the Vendor’s response and the second electronic copy MUST have any information asserted as confidential or proprietary removed. Vendor must identify the original hard copy clearly on the outside of the proposal.

**U. Late Proposals**

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

**V. Proposal Clarifications**

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

*As part of the proposal submission, the Respondent must provide the information requested from Section VIII. Submission Requirements. RFx*

**IX. Evaluation and Selection Process**

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

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

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

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

C. Opportunity for Additional Information

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

D. Evaluation Committee

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

<table>
<thead>
<tr>
<th>Evaluation Factor</th>
<th>Highest Possible Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Background</td>
<td>20</td>
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<tr>
<td>References</td>
<td>10</td>
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<tr>
<td>Scope of Work</td>
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<td>Price</td>
<td>40</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

F. Determination of Successful Proposal

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

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

X. General Terms and Conditions

A. General

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

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

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for two (2) years effective March 1, 2023, through February 28, 2025. Alabama Medicaid shall have three (3), one-year options for extending this contract if approved by the Legislative Contract Review Oversight Committee. At the end of the contract period Alabama Medicaid may at its discretion, exercise the extension option and allow the period of performance to be extended at the rate indicated on the RFP Cover Sheet. The 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 the state (Appendix B, Attachment 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 Agency. In the event that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

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

O. Nondiscriminatory Compliance

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

P. Conflict of Interest

In addition to the Conflict of Interest provisions located in Section III.B.3 of the RFP, 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 § 75.330 and OMB Circular A-102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services.

S. Worker’s Compensation

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

T. Employment of Agency 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 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 valid “Application of Registration” issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for an “Application for Registration”, contact the Secretary of State at (334) 242-5324 or www.sos.state.al.us. The “Application for Registration” showing application has been made must be submitted with the proposal.

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

LL. Contract Liquidated Damages
Contractor shall receive written notice from Medicaid upon a finding of failure to comply with contract requirements, which contains a description of the events that resulted in such a finding. Contractor shall be allowed to submit rebuttal information or testimony in opposition to such findings. Medicaid shall make a final
decision regarding implementation of liquidated damages. The Contractor is responsible for meeting all terms of:

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

In the event that Contractor fails to meet these requirements, and damages are sustained by Medicaid; Contractor agrees to pay Medicaid the sums set forth below as liquidated damages unless these damages are waived by Medicaid. Medicaid may impose liquidated damages for the following:

- Failure to deliver requisite reports/services/deliverables as defined by the RFP by the date specified by Medicaid. - $100 per instance per report.
- Failure to comply with any other requirement of the RFP - $1000 per instance.
- Failure to submit or execute an acceptable required corrective action plan - $1000 per instance.
- Failure to perform tasks as specified in the RFP within the time specified by Medicaid - $100 per instance.
- Misrepresentation or falsification of information furnished to CMS, to the State, to an enrollee, potential enrollee or health care provider - $10,000 per instance.

In addition:
- Contractors shall be liable for any penalties or disallowance of Federal Financial Participation incurred by Medicaid due to any delay in CMS certification. Total dollars may include state funds as well as federal funds.
- Imposition of liquidated damages may be in addition to other contract remedies and does not waive Medicaid’s right to terminate the contract.
- Unauthorized use of information shall be subject to the imposition of liquidated damages in the amount of thirty thousand dollars ($30,000) per instance.
- Failure to safeguard confidential information of providers, recipients or the Medicaid program shall be subject to the imposition of $30,000 per instance plus any penalties incurred by Medicaid for said infractions.
- Failure to follow security guidelines outlined in Section X.F. Security and Release Information and Section III.E.1 Security shall be subject to the imposition of $30,000 per instance plus any penalties incurred by Medicaid for said infraction.

Written notification of each failure to meet material contract requirements not specifically mentioned above shall be given to the Contractor. The Contractor shall have five (5) days from the date of receipt of written notification of a failure to perform to specifications to cure the failure. However, the Agency may, at its sole discretion, approve additional days if deemed necessary. If the Contractor does not resolve the failure within this warning/cure time period, damages shall be imposed retroactively to the date of failure to perform.

The Agency shall assess liquidated damages in the amount of one thousand dollars ($1,000.00) per day for the first ten (10) days until the non-compliance is corrected. On the eleventh day, the Agency shall increase the amount assessed to one thousand five hundred dollars ($1,500.00) per day for the next ten (10) days. The daily damages rate shall continue to increase by five hundred dollars ($500.00) at each interval of ten (10) days until compliance is achieved.
Amounts owed the Agency due to liquidated damages shall be deducted by the Agency from any money payable to the Contractor pursuant to this Contract. These amounts may be deducted from any actual damages claimed by the Agency in the event of litigation for non-compliance and default. The Contractor shall have an approved Corrective Action Plan (CAP) within 5 business days of a Medicaid request. The Contractor shall be assessed liquidated damages in the amount of five hundred dollars ($500) per business day until the plan is approved. The CAP must contain a schedule of events with a final resolution date that is no more than 30 calendar days from the plan approval date, or a final resolution date approved by Medicaid. If the Contractor does not resolve the issue defined in the CAP, they shall be assessed liquidated damages in the amount of one thousand dollars ($1,000.00) for each day after the final resolution date.

If Medicaid elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of Medicaid's right to pursue future assessment of that performance requirement and associated liquidated damages.
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 marked by the Project Director are determined to be compliant for responsive proposals.

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<th>RFP REFERENCE</th>
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<th>PROPOSAL SECTION</th>
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</tr>
<tr>
<td>VIII. Submission Requirements, T. Copies Required</td>
<td>2. Contractor submitted the specified copies of proposal and in electronic format.</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>RFP Cover Page, Contractor Information</td>
<td>3. The Proposal includes a completed and signed RFP Cover Sheet.</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>VIII. Submission Requirements, N. Proposal Format</td>
<td>4. The Proposal is a complete and independent document, with no references to external documents or resources.</td>
<td></td>
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</tr>
<tr>
<td><strong>RFP REFERENCE</strong></td>
<td><strong>BASIC PROPOSAL REQUIREMENTS</strong></td>
<td><strong>PROPOSAL SECTION</strong></td>
<td>☒ IF CORRECT</td>
</tr>
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</tr>
<tr>
<td>Section A. RFP Checklist</td>
<td>5. Contractor submitted signed acknowledgement of any and all amendments to this RFP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII. Submission Requirements, F. Adherence to Specifications and Requirements</td>
<td>6. The Proposal includes written confirmation that the Contractor understands and shall comply with all of the provisions of the RFP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII. Submission Requirements, E. Acceptance of Standard Terms and Conditions</td>
<td>7. The proposal includes a written confirmation that the Contractor has an understanding of and will comply with the terms and conditions as set out in the RFP. Additions or exceptions to the standard terms and conditions are not allowed. Any addition or exception to the terms and conditions are considered severed, null and void, and may result in the Contractor’s bid being deemed non-responsive.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>8. The Proposal includes a corporate background.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III. Scope of Work</td>
<td>9. The proposal includes a detailed description of how the Contractor will provide TCOE services as outlined in the request for proposal regarding each element listed in the scope of work.</td>
<td></td>
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</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>10. All Contractor and subcontractor employees must work in the continental United States.</td>
<td></td>
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</tr>
<tr>
<td>RFP REFERENCE</td>
<td>BASIC PROPOSAL REQUIREMENTS</td>
<td>PROPOSAL SECTION</td>
<td>□ IF CORRECT</td>
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</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>11. The proposal includes evidence that the Contractor is financially stable and that it has the necessary infrastructure to complete this project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>12. The proposal includes a written confirmation that the State will not reimburse the Contractor until: (a) the Project Director has approved the invoice; and (b) the Agency has relieved and approved all deliverables covered by the invoice.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>13. The Proposal includes required client references (with all identifying information in specified format and order).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. Corporate Background and References and X. General Terms and Conditions, JJ. Qualifications to do Business in Alabama.</td>
<td>14. The response includes (if applicable) an Application of Registration or letter/form showing application has been made with the Secretary of State.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI. Corporate Background and References</td>
<td>15. The Contractor must include any pertinent judgement, 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RFP REFERENCE</td>
<td>BASIC PROPOSAL REQUIREMENTS</td>
<td>PROPOSAL SECTION</td>
<td>☒ IF CORRECT</td>
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</tr>
<tr>
<td>VIII Submission Requirements, M.E-Verify Memorandum of Understanding.</td>
<td>16. The response must include an E-Verify Memorandum of Understanding with the Department of Homeland Security.</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>III. Scope of Work, B. Contractor Specifications, 3. Conflict of Interest</td>
<td>17. The proposal includes a written confirmation that the Contractor has an understanding of the Conflict of Interest Exclusion prohibiting the Contractor from responding to any other contracts related to the TCOE project.</td>
<td></td>
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</tr>
</tbody>
</table>
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.
The current copy of these documents can be found on the Q drive in the LEGAL/Contract Forms folder.

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

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
Contractor's Name

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

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Enter Request for Proposal or Invitation to Bid (Enter Acronym for Contract Type) Number Enter RFP, dated Enter date of RFP, strictly in accordance with the requirements thereof and Contractor’s response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the Enter Acronym for Contract Type and the price provided on the Enter Acronym for Contract Type Cover Sheet response, in an amount not to exceed Enter Not to Exceed Amount.

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

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

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

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

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

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

**CONTRACTOR NAME**

Alabama Medicaid Agency

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

Contractor Signature

Tax ID: ________________

Date signed: ________________

**APPROVED:**

Stephanie McGee Azar
Commissioner

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.

Kay Ivey
Governor, State of Alabama

Legal Counsel
Attachment A: Contract Review Report for Submission to Oversight Committee

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: __________________________________________ (See Fiscal Policies & Procedures Manual, Page 5-8)

Contract/Amendment Total: ________________________________ (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: ________________________________

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: ________________________________

Revised 5/2/2017
Attachment B: Business Associate Addendum

ALABAMA MEDICAID AGENCY

BUSINESS ASSOCIATE AGREEMENT

Restated 06/2019

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

1. BACKGROUND

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

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

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

2. DEFINITIONS

2.1 General Definitions

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

2.2 Specific Definitions

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

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


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 under 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 unsecured 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 of information were involved).

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

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

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

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

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

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

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

5. REPORTING IMPROPER USE OR DISCLOSURE
The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:
5.1 Any use or disclosure of PHI not provided for by this agreement
5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY
The Covered Entity agrees to the following:
6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate’s use or disclosure of PHI.
6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of PHI.
6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION
7.1 Term. The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Business Associate no longer provides agreed upon services to the Covered Entity.
7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
   7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   7.2.2 Immediately terminate this Agreement; or
   7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
7.3 Effect of Termination.
   7.3.1 Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
      7.3.2(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
      7.3.2(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
      7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI;
      7.3.2(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, “Permitted Uses and Disclosures” which applied prior to termination; and
      7.3.2(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

8. GENERAL TERMS AND CONDITIONS
8.1 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
8.2 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.
8.3 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

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

ALABAMA MEDICAID AGENCY

Signature

Date

Clay Gaddis

Printed Name

Privacy Officer

Title

BUSINESS ASSOCIATE

Signature

Date

Printed Name

Title
IMMIGRATION STATUS

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

______________________________
Signature of Contractor

______________________________
Witness
Attachment D: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.
MEMORANDUM

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

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

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

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

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

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

(a) When any citizen of the state or business with which he or she is associated represents for a fee any person before a regulatory body of the executive branch, he or she shall report to the commission the name of any adult child, parent, spouse, brother, or sister who is a public official or a public employee of that regulatory body of the executive branch.

(b) When any citizen of the State or business with which the person is associated enters into a contract for the sale of goods or services to the State of Alabama or any of its agencies or any county or municipality and any of their respective agencies in amounts exceeding seven thousand five hundred dollars ($7500) he or she shall report to the commission the names of any adult child, parent, spouse, brother, or sister who is a public official or public employee of the agency or department with whom the contract is made.

(c) This section shall not apply to any contract for the sale of goods or services awarded through a process of public notice and competitive bidding.

(d) Each regulatory body of the executive branch, or any agency of the State of Alabama shall be responsible for notifying citizens affected by this chapter of the requirements of this section. (Acts 1973, No. 1056, p. 1699, §15; Acts 1975, No. 130, §1; Acts 1995, No. 95-194, p. 269, §1.)
State of Alabama
Disclosure Statement
Required by Article 3B of Title 41, Code of Alabama 1975

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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>DATE GRANT AWARDED</th>
<th>AMOUNT OF GRANT</th>
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</tr>
</tbody>
</table>

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.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

85 | Page
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.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT/ AGENCY WHERE EMPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
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<tr>
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</tbody>
</table>

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.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
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<tr>
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</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT/LOBBYST</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
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</tr>
</tbody>
</table>

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

Signature    Date

Notary's Signature    Date    Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.
Attachment G: Beason-Hammon Certificate of Compliance

State of _____________________________________________________________
County of ___________________________________________________________

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

DATE: __________________________

RE Contract/Grant/Incentive (describe by number or subject): Enter brief contract description by and between Enter Contractor Name (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

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

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

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

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

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

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

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

Certified this ______ day of __________________20_____.

Name of Contractor/Grantee/Recipient

By: ______________________________

Its: ______________________________

The above Certification was signed in my presence by the person whose name appears above, on this ______ day of __________________20_____.

WITNESS: ______________________________

Print Name of Witness
## Governor’s Additional Contract Questions

**FOR PERSONAL AND PROFESSIONAL SERVICES CONTRACTS**

**PART I.** Mark the statutory basis for the claimed exemption from the requirement of “competitive bidding, on sealed bids, to the lowest responsible bidder,” Ala. Code § 41-16-20, and any applicable requirements relating to procurement of professional services. See Ala. Code §§ 41-16-72 to -79. Then check all boxes that apply beneath the claimed exemption(s).

| § 41-16-20 |
| § 41-16-21(a) |
| § 41-16-21(b) |
| § 41-16-21.1 |
| § 41-16-21.2 |
| § 41-16-72(1) (attorneys) |
| □ Litigation (Hourly) |
| □ DAG appointment letter attached |
| □ Governor’s rate approval letter attached |
| □ Litigation (Contingency Fee) |
| □ DAG appointment letter attached |
| □ Written determination attached as required by § 41-16-72(1)f.2. |
| □ Fee within limits prescribed by § 41-16-72(1)f.3. or AG’s written authorization for exceeding limits is attached |
| □ AG’s standard contract addendum attached per § 41-16-72(1)f.7. |
| □ Non-litigation - Justification letter attached for not using in-house counsel or AG |

| § 41-16-72(1)(d) (experts) |
| § 41-16-72(2) (physicians) – Provider selected from AMLC list |

| § 41-16-72(3) (architects, engineers, etc.) |
| □ RFP or other notice of need for professional services was widely disseminated to the professional community in a full and open manner |
| □ The contract fees are within the approved fee schedule |

| § 41-16-72(4) (other professional) |
| □ Proposals were solicited from providers on list obtained from Purchasing Division |
| □ Fees of selected provider do not exceed lowest qualified proposal by 10% or more |
| □ If fees exceed lowest qualified proposal by 10%, justification letter is attached |

| § 41-16-72(7) (exempted agencies) |
| § 41-16-74 (GSA provider) |
| § 41-16-75 (sole source provider) |
| □ No other goods or services can meet the needs of the agency, and no other vendor offers substantially equivalent goods or services that can accomplish the purposes of this contract |
| □ Detailed justification/explanation letter attached |
| □ Written approval from Purchasing Director or Finance Director attached |

| § 41-16-78 (other exemptions/exceptions) |

---

Questions about this form and any suggestions for revisions may be sent to the Governor’s Legal Office
(334) 242-7120 or teresa.lee@governor.alabama.gov

Form Revised DEC 2017v2
### PART II. Complete this section **ONLY** if contract was awarded by RFP or RFQ. **Check all that apply.**

- Solicitation was posted to online database as required by § 41-4-66.
- The solicitation was distributed to how many providers?
- The agency received responses/proposals from how many providers?
- Explanation of how proposals were evaluated:

  ____________________________________________

  ____________________________________________

### PART III. Complete this section **ONLY** if contract is for IT (Information Technology) related services.

- Contract is for professional services such as IT consulting or custom software/system design and development, **not for off-the-shelf software or off-the-shelf cloud-based product.**
- Written approval of OIT attached per § 41-4-285

  If exemption from OIT approval is claimed, please explain basis:

  ____________________________________________

  ____________________________________________

### PART IV. Complete this section **ONLY** if contract is for **personal services** (employer-employee relationship).

- Approved by State Personnel Department or its Board in accordance with Section 5-5 of the State of Alabama Fiscal Policy and Procedures Manual

### PART V. **COMPLETE THIS SECTION FOR ALL CONTRACTS.**

- Contract is limited to personal/professional services; any goods provided in conjunction with contract have been purchased by competitive bid in accordance with § 41-16-20.
- Contract does not contain a waiver of sovereign immunity.
- Contract does not require the state to indemnify.
- Contract contains all required clauses:
  - Early termination clause on page: RFP Pg
  - Alternative Dispute Resolution clause on page: RFP Pg
  - Merit System Exclusion clause on page: 
  - Beason-Hammon (immigration) clause on page: Contract Amendment
  - No-boycott (i.e. free trade) clause on page: Contract Pg 1
- Disclosure statement required by § 41-16-82 is attached (or contract is for $5,000 or less).

I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.

_________________________________________
Agency/Department Head
## Appendix C: Procurement Library Contents

<table>
<thead>
<tr>
<th>Document</th>
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</thead>
<tbody>
<tr>
<td>TCOE Requirements Response Matrix</td>
<td></td>
</tr>
<tr>
<td>Alabama State Holiday 2022</td>
<td></td>
</tr>
<tr>
<td>Pricing Schedule</td>
<td></td>
</tr>
<tr>
<td>TCOE Vendor Registration</td>
<td></td>
</tr>
<tr>
<td>TCOE RFP Question Log Spreadsheet</td>
<td></td>
</tr>
<tr>
<td>AMMP Tools</td>
<td></td>
</tr>
<tr>
<td>AMA Attestation and Agreement Document</td>
<td></td>
</tr>
</tbody>
</table>

**PL08_AMMP_Plans_Guides_and_Templates_TOC** include the below:

- PMO-2-w-02 - Contract Discovery Template
- COM-10 - Scope Change Management Plan
- AMMP COM-6-A Responsibility Assignment Matrix (RAM)
- DMT Overview
- Invoice Protocols Reference Guide
- Configuration Management and Document Validation
- Program Quality Management Plan
- End Of Contract Turnover
Appendix D: Medicaid Organizational Chart

The Agency Organizational Chart may be found at the public website:

https://medicaid.alabama.gov/documents/2.0_Newsroom/2.1_About_Medicaid/2.1_Alabama_Medicaid_Organizational_Chart_8-12-21.pdf
Appendix E: Key Personnel Resume Sheet

This form must be used to respond to key positions. For each named individual a separate Key Personnel Resume Sheet must be submitted.

Vendor Organization: ____________________
Key Position: ____________________

Candidate:
Full Name:  Last Name  First Name  MI
Address  Street:  City:  State:  Zip:

☐ U.S. Citizen  ☐ Non-U.S. Citizen Visa Status:
Status: ☐ Employee  ☐ Self Employed  ☐ Subcontractor (Name: ____________________)
☐ Other:

Education:
Mark highest level completed.  ☐ Some HS  ☐ HS/GED  ☐ Associate  ☐ Bachelor  ☐ Master  ☐ Doctoral

List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary

<table>
<thead>
<tr>
<th>School Name</th>
<th>Degree/Major</th>
<th>Degree Earned</th>
<th>Year Received</th>
</tr>
</thead>
</table>

Work Experience:
Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. To add work experience, copy the format below and add additional sheets as needed.

Work Experience #:
Job Title:
From  To  Reason for Leaving:  Hours per week

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

Professional References:
List 3 Professional References below.

Reference 1
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone (  ) -</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

**Reference 2**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
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<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone (  ) -</th>
<th>E-mail Address</th>
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<tbody>
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<td></td>
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</tbody>
</table>

**Reference 3**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
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<tbody>
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<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone (  ) -</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Candidate and Vendor Certification**

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

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

Candidate Data Sheets must be signed below by the Vendor.

_________________________________  __________________
Authorized Vendor Signature  Date
Sample Key Personnel Resume Sheet

Vendor: Organization: Auburn University Montgomery
Key Position: Technical Team – Communications Manager

Candidate:
Full Name: Jackson Hewlett M
Address Street: 6760 Happy Lane Circle City: Oklahoma State: OK Zip: 54671
U.S. Citizen ☑ Non-U.S. Citizen Visa Status:
Status: ☑ Employee ☐ Self Employed ☐ Subcontractor (Name: __) ☐ Other:

Education:
Mark highest level completed. Some HS ☐ HS/GED ☐ Associate ☐ Bachelor ☐ Master ☑ Doctoral ☐

List most recent first, all secondary and post-secondary education (high school, GED, colleges, and universities) attended. Do not include copies of transcripts unless requested. Add additional rows if necessary

<table>
<thead>
<tr>
<th>School Name</th>
<th>Degree/Major</th>
<th>Degree Earned</th>
<th>Year Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harvard University</td>
<td>Master Business Administration</td>
<td>Yes</td>
<td>2001</td>
</tr>
<tr>
<td>Yale University</td>
<td>Bachelor of Science in Information Technology</td>
<td>Yes</td>
<td>2000</td>
</tr>
<tr>
<td>Princeton University</td>
<td>Associate in Data Processing Technology</td>
<td>Yes</td>
<td>1997</td>
</tr>
</tbody>
</table>

Work Experience:
Describe your work experience related specifically to the Request for Proposal to which you are responding. Please list most recent job first. To add work experience, copy the format below and add additional sheets as needed.

<table>
<thead>
<tr>
<th>Work Experience #: 1</th>
<th>Job Title: Sr. SQL Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 02/2001 To Present</td>
<td>Reason for Leaving:</td>
</tr>
</tbody>
</table>

Describe your duties and responsibilities as they relate to the Request for Proposal. Maintain and develop employee database, supply database, clientele databases, and administer programming for these databases. Keep all records up to date in hard copies and soft on a network. Keep general knowledge of network in order to coordinate employee computers. Keep clientele in a secure intranet database.

Work Experience #: 2
Job Title: Software Application Engineer
Describe your duties and responsibilities as they relate to the Request for Proposal.
Designs, develops, debugs, modifies, and tests software programs by using current programming languages, methodologies and technologies.

Documents software development and/or test development by writing documents, reports, memos, change requests. Methods used are determined by approved procedures and standards
Tracks software development effort by creating and maintaining records in the approved tracking management tool.
Analyzes, evaluates, and verifies requirements, software and systems by using software engineering practices.

Professional References:
List 3 Professional References below.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bob Thorton</td>
<td>CEO</td>
<td>Bob Thorton Enterprise</td>
</tr>
<tr>
<td>Address</td>
<td>3245 Grey Hat Drive</td>
<td>Phone (123) 456 - 7589</td>
<td>E-mail Address <a href="mailto:bob@greyhat.com">bob@greyhat.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 2</th>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Henry Ford</td>
<td>CEO</td>
<td>Humpfrey Corp.</td>
</tr>
<tr>
<td>Address</td>
<td>234 Humpfrey St.</td>
<td>Phone (123) 456 - 7589</td>
<td>E-mail Address <a href="mailto:hford@humpfrey.com">hford@humpfrey.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference 3</th>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jack Smith</td>
<td>Software Director</td>
<td>Red Brick Software Services</td>
</tr>
<tr>
<td>Address</td>
<td>987 Daniels Dr.</td>
<td>Phone (123) 456 - 7589</td>
<td>E-mail Address <a href="mailto:j@daniels.com">j@daniels.com</a></td>
</tr>
</tbody>
</table>

Candidate and Vendor Certification

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

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Candidate Data Sheets must be signed below by the Vendor.

[signature]

Authorized Vendor Signature

Date