



ALABAMA MEDICAID AGENCY REQUEST FOR PROPOSALS

RFP Number: 2011-HIE 01	RFP Title: Alabama Health Information Exchange (HIE) Development and Operation	
RFP Due Date and Time: April 29, 2011 by 5:00 PM Central Time	Number of Pages: 74	
PROCUREMENT INFORMATION		
AHIE IT Project Coordinator: Gary D. Parker		Issue Date: March 18, 2011
Phone: (334) 242-3940 E-mail Address: gary.parker@mh.alabama.gov Website: www.onehealthrecord.alabama.gov		Issuing Division: Transformation Initiatives
INSTRUCTIONS TO VENDORS		
Return Proposal to: Kim Davis-Allen Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue P.O. Box 5624 Montgomery, Alabama 36103-5624		Mark Face of Envelope/Package: RFP Number: 2011-HIE-01 RFP Due Date: April 29, 2011 by 5:00 PM CT
<i>(Vendor must complete the following and return with RFP response – this form must be notarized)</i>		
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)	
Vendor Phone Number:	Vendor FAX Number:	
Vendor Federal I.D. Number:	Vendor E-mail Address:	

STATE OF _____

COUNTY OF _____

On this day, personally appeared before me _____, to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this _____ day of _____, 2011.

Notary Public in and for the State of _____

My commission expires _____

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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 AHIE IT Project Coordinator'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 AHIE IT Project Coordinator 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 form, etc. Electronic copies are available by contacting the Project Coordinator.
5. _____ **Check the State's website for RFP addenda.** It is the Vendor's responsibility to check the State's website at www.OneHealthRecord.alabama.gov for any addenda issued for this RFP, no further notification will be provided. Vendors must submit a signed cover sheet for each addendum issued along with your RFP response.
6. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
7. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are *never* accepted.

THIS CHECKLIST IS PROVIDED FOR ASSISTANCE ONLY AND SHOULD NOT
BE SUBMITTED WITH VENDOR'S RESPONSE.

Section B. Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

Procurement Related Definitions

Agency: means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

Contract: means the contract(s) entered into with the successful Vendor(s) as described in Section 6 and in Attachment A to Appendix C.

Vendor: means a Vendor submitting a Proposal in response to this RFP.

Proposal: means the Vendor's proposal submitted in response to the RFP.

Responsible Vendor: means a Vendor that demonstrates the capability in all respects to perform the requirements of the Contract. In determining whether a Vendor is a Responsible Vendor, the Agency will consider various factors including, but not limited to, the Vendor's competence and qualifications to provide the goods or services requested, and the Vendor's integrity and reliability as demonstrated through the past performance of the Vendor and the best interest of the Agency and the State.

Responsive Proposal: means a Proposal that complies with the material provisions of this RFP.

RFP: means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

State: means the State of Alabama and the Alabama Medicaid Agency.

Health Information Technology Related Definitions:

ARRA: *American Recovery and Reinvestment Act:* Also commonly referred to as the "stimulus bill" or "stimulus package", the ARRA was signed into law February 17, 2009 and provides \$787 billion to promote economic recovery.

Continuity of Care Record (CCR) The CCR standard is a patient health summary standard. The CCR is a core data set of the most relevant administrative, demographic and clinical information facts about a patient's healthcare covering one or more healthcare encounters. It provides a means for one healthcare provider, system, or setting to aggregate pertinent data about a patient and forward it to another. The ASTM CCR standard is designed to permit easy creation by a physician using an electronic health record (EHR) system at the end of an encounter.

Because it is expressed in the standard data interchange language known as XML, a CCR can potentially be created, read and interpreted by any EHR or EMR software application. A CCR can also be exported in other formats, such as PDF and Office Open XML (Microsoft Word 2007 format).

Continuity of Care Document (CCD) - The *Continuity of Care Document (CCD)* specification is an XML-based markup standard intended to specify the encoding, structure and semantics of a patient summary clinical document for exchange. The CCD is endorsed by the Healthcare Information Technology Standards (HITSP) as the harmonized format for the exchange of clinical information including patient demographics, medications and allergies.

The CCD specification is a constraint on the HL7 Clinical Document Architecture (CDA) standard. The CDA specifies that the content of the document consists of a mandatory textual part (which ensures human interpretation of the document contents) and optional structured parts (for software processing). The structured part is based on the HL7 Reference Information Model (RIM) and provides a framework for referring to concepts from coding systems such as from SNOMED and LOINC.

EHR or EMR: *Electronic health record or electronic medical record:* EHRs and EMRs are used to collect and store relevant patient health information electronically. EHRs may include computerized physician order entry, electronic prescribing, and decision-support functionality to improve patient safety and quality of care with the ability to exchange electronic health information with and integrate such information from other sources.

Healthcare Provider: The term provider is used throughout this RFP. The Agency uses a very broad definition of healthcare provider, including but not limited to physicians, nurses, pharmacists, home care, long-term care, and ancillary service providers.

HIE: *Health Information Exchange:* The HIE is the infrastructure that facilitates and supports the exchange of electronic health information among clinical and population health settings. The statewide HIE will connect multiple providers and provider networks in Alabama.

HISPC: *Health Information Security and Privacy Collaboration:* HISPC is a multi-state, collaborative project funded by the Agency for Health Care Research and Quality. HISPC has worked to address the privacy and security challenges presented by electronic health information exchange across the country.

HIT or Health IT: *Health Information Technology:* Health IT, also shortened to “HIT”, refers to a range of electronic or computerized tools, such as EHRs and a statewide HIE that enable providers to access and share electronic health information.

HITECH: *Health Information Technology for Economic and Clinical Health Act:* A division within the ARRA stimulus bill, the HITECH Act includes \$19.2 billion in funding provisions for health IT.

HITSP: *Health Information Technology Standards Panel:* HITSP was a Federal initiative that produced reports and recommendations based on use cases that identify the standards needed to enable and support widespread interoperability and exchange of health information nationwide.

HL7: Health Level 7: HL7 is a technology standard that defines the format and content of messages health application systems must use to share information between disparate systems.

Interface: a means of interaction between two devices or systems that handle data.

Interoperability: the ability of health information systems to work together within and across organizational boundaries in order to advance the effective delivery of healthcare for individuals and communities.

Incentives: Incentive Payment Programs: By enabling the electronic exchange of health information, the Alabama HIE will support Alabama providers in demonstrating meaningful use of health IT and potentially eligible for incentive payments available from Medicare or Alabama Medicaid Agency as part of ARRA.

Meaningful EHR User: As set out in the ARRA, a Meaningful EHR user meets the following requirements: (i) use of a certified EHR technology in a meaningful manner, which includes the use of electronic prescribing; (ii) use of a certified EHR technology that is connected in a manner that provides for the electronic exchange of health information to improve the quality of health care; and (iii) use of a certified EHR technology to submit information on clinical quality and other measures as selected by the Secretary of HHS.

NWHIN: Nationwide Health Information Network: a collection of standards, specifications and policies that enable the exchange of health information area. The NWHIN is being developed to provide an infrastructure for secure, interoperable, nationwide health information exchange. The DIRECT Project is *complementary* to the work of the Nationwide Health Information Network Exchange to develop standards and services required to enable secure, directed health information exchange at a more local and less complex level among trusted providers in support of Stage 1 Meaningful Use incentive requirements. Nationwide Health Information Network **CONNECT** is an open-source reference implementation that embodies the standards and services to support the existing Nationwide Health Information Network Exchange specifications.

ONC: Office of the National Coordinator Health Information Technology: ONC-HIT, also shortened to ONC, is a program within the Office of the Secretary for the U.S. Department of Health and Human Services. ONC-HIT is the Federal entity responsible for coordination of nationwide efforts for implementation and use of electronic health information exchange.

Privacy: On December 15, 2008, the Office of the National Coordinator for Health IT released its “Nationwide Privacy and Security Framework For Electronic Exchange of Individually Identifiable Health Information,” (“Framework”) in which it defined privacy as, “An individual’s interest in protecting his or her individually identifiable health information and the corresponding obligation of those persons and entities that participate in a network for the purposes of electronic exchange of such information, to respect those interests through fair information practices.”

REC: Regional Extension Center: Through ARRA, Regional Extension Centers have been established throughout the nation to provide critical hands on support to providers adopting electronic health records and beginning to use a statewide HIE.

Security: The Health Insurance Portability and Accountability Act Security rule defines “Security or Security measures” as “encompass[ing] all of the administrative, physical, and technical safeguards in an information system

Section C. Schedule of Events

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

EVENT	DATE
RFP Issued	3/18/2011
Deadline for Questions	4/8/2011
Posting of Answers	4/12/2011
*Letter of Intent to Submit Proposal Due by 5pm CDT	4/15/2011
Proposals Due by 5 pm CT	4/29/2011
Evaluation Period Concludes	5/27/2011
Vendor Demonstrations	6/2/2011
Contract Preliminary Award Notification	6/20/2011
**Legislative Contract Review Committee Meeting	7/7/2011
Official Contract Award (Approximate)	7/8/2011
**Vendor Begins Work	7/11/2011

*Letter of Intent is nonbinding. It provides the Agency with the information necessary to adequately plan for evaluation activities.

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

I. Alabama Health Information Exchange (AHIE) Overview

A. Background and History

The Alabama Medicaid Agency on behalf of the Alabama Health Information Exchange Advisory Commission is soliciting proposals to provide a statewide Alabama Health Information Exchange (AHIE) infrastructure for physicians, hospitals, mental health providers, other health care organizations, and consumers. The purpose of this Request for Proposal (RFP) is to obtain vendor services and expertise in development, construction, operation and support of the AHIE. The details on the scope of work, requirements and deliverables are contained in this RFP. The AHIE Advisory Commission reserves the right to use the results of this RFP to obtain services for additional and related work should the need arise throughout the course of this project. The overall project plan for the development and operation of the AHIE will follow the ONC-approved AHIE Strategic Plan and Operational Plan and the CMS approved State Medicaid HIT Plan (SMHP). Further information on Alabama's Strategic and Operational Plans and the State Medicaid HIT Plan can be found in the RFP library on the Agency website at www.OneHealthRecord.alabama.gov.

In addition to the deliverables outlined, Vendor will be responsible to provide support services such as resource consultation, planning for implementation, speaking to stakeholder groups, research and keeping the State apprised of national changes.

Since January 2007, the Alabama Medicaid Agency has established basic health information exchange (HIE) in Alabama through a Medicaid Transformation Grant (MTG) initiative known as *Together for Quality*. As a result, Alabama has a web-based system that compiles claims-based information from both Alabama Medicaid and Blue Cross and Blue Shield of Alabama as well as certain physician-entered clinical information. This information is available through an end use application known as Q-Tool or through uni-directional CCD exchange. Alabama's current HIT system is a hybrid model, with Medicaid data centralized and other data sources pulled in at the time of query. The claims-based information is overlaid with clinical alerts indicating missed opportunities based on national evidence-based standards of care. For example, physicians are "reminded" that diabetic patients need eye and foot exams or that asthma patients are seeking care in the emergency room or not taking medications appropriately. E-prescribing, including prescription history, electronic refill requests and history of fill status, is also available to physicians. In addition to clinical information, Medicaid eligibility information, including managed care (Patient 1st) assignment and benefit utilization, is available. Q-Tool has been offered to our providers at no cost and since it is web-based there is no special hardware or software required. Alabama will move to the next level for statewide HIE by building on the work currently underway.

Since Q-Tool was developed with Medicaid Transformation Grant dollars, it was initially implemented in only nine pilot counties to determine the impact that having electronic

information has on patients with diabetes and/or asthma. In October 2009, the State began working with providers outside the pilot counties. As of January 5, 2011, there are 193 locations enrolled, representing approximately 350+ providers. We now have uni-directional exchange with four EMR vendor products which display the information through CCD view to approximately 113 locations representing 250 providers. Work is continuing to establish connection with additional EMR companies as well as a pilot beginning that will allow for multi-directional exchange. It is envisioned that the end use product known as QTool will phase out as the statewide exchange becomes operational.

Throughout Alabama, medical communities (e.g. hospitals) also have developed some limited levels of data exchange. Most of these entail linking their internal systems, and in some isolated cases involve hospitals exchanging data with physicians who are part of their system. To our knowledge, there are no “systems” in Alabama communicating with other “systems” outside their own medical community, nor are there any functioning regional health information organizations (RHIO’s), though at least one is underway. The initial goal of the AHIE is to provide for basic exchange through the enablement of a provider directory and secure messaging.

B. AHIE Governance

Former Governor Bob Riley named the Alabama Medicaid Agency as the State Designated Entity (SDE) to coordinate Alabama’s HIE efforts. Kim Davis-Allen, Director of the Transformation Initiatives Division for the Alabama Medicaid Agency, serves as the Statewide Health Information Technology Coordinator by the Governor’s Office. To facilitate the transition between current efforts into a statewide exchange, the Governor has appointed a Health Information Exchange Advisory Commission, which is chaired by the Commissioner of the Alabama Medicaid Agency. Alabama’s State Health Officer serves as the Vice-Chair. This Commission is comprised of individuals from a variety of stakeholder backgrounds including, hospital, provider, federally qualified health center, Blue Cross/Blue Shield, state agency and consumer representation. This Commission is serving as a planning group to develop a blueprint to encourage and provide collaboration, and facilitate a standardized approach to interoperable health information exchange in Alabama. This will be accomplished through the provision of input on strategies, issues and recommendations for all aspects of Health Information Technology including, but not limited to, the AHIE Exchange and implementation of the meaningful use incentive payments to qualified providers.

Long-term governance of the exchange will eventually transition to a formal type of a government governing board which could be a public utility, public-private membership organization or potentially over time a 501(c)(3) non-profit organization. The transition will only occur when deemed necessary by factors such as, but not limited to, when the AHIE is funded by less than a pre-determined amount of public funds, the product and process is stabilized, and any potential risks to the federal and/or state government are mitigated. If the model becomes a 501(c)(3), authority will be designed that assures compliance with all federal and state laws and assuring Medicaid retains a leadership role.

C. Mission and Goals

The mission of the AHIE is to improve health care quality and efficiency of health care delivery in the state. The vision for the AHIE is to strengthen Alabama's health care system through the timely, secure and authorized exchange of patient health information among health care providers that results in one longitudinal patient record. The exchange of health information through the AHIE will support patient-centered health care and continuous improvements in access, quality, outcomes and efficiency of care.

AHIE's goals and objectives in support of its mission and vision include:

- Create immediate access to critical health information for patients, providers, and payers to ensure health information is available to health care providers at the point of care for all patients;
- Facilitate administrative efficiencies and clinical effectiveness, including reduction of medical errors, avoidance of duplicative procedures and better coordination of care by linking the full continuum of providers —public and private, physicians, clinics, labs and medical facilities;
- Support the transformation of health care delivery to a quality patient-centered model that engages and educates consumers and providers about the benefits of HIE, and ensures knowledge about privacy rights and protections;
- Create an integrated operational structure for the AHIE that includes a role for key community stakeholders with statewide collaborative capabilities in order to provide the highest functional exchange at the lowest cost.
- Support the meaningful use of EHRs throughout the State and facilitate health care providers' ability to qualify for Medicare and Medicaid incentive payments.
- Assure inter- as well as intra-state interoperability through the development of an enterprise approach for Alabama that is aligned with Nationwide Health Information Network (NWHIN) guidelines.

D. Alignment with Meaningful Use

Underlying the success of AHIE is our stakeholder participation in the AHIE and the achievement of EHR meaningful use requirements as defined by the HITECH provisions of ARRA. While a pre-determined level of participation has not been set at this time, we expect a continuing increase in provider participation over the next four years after our initial rollout. We will strive to achieve this goal through the adoption of EHRs and EHR applications with connectivity to the AHIE utilizing the NWHIN specifications and standards as the basis.

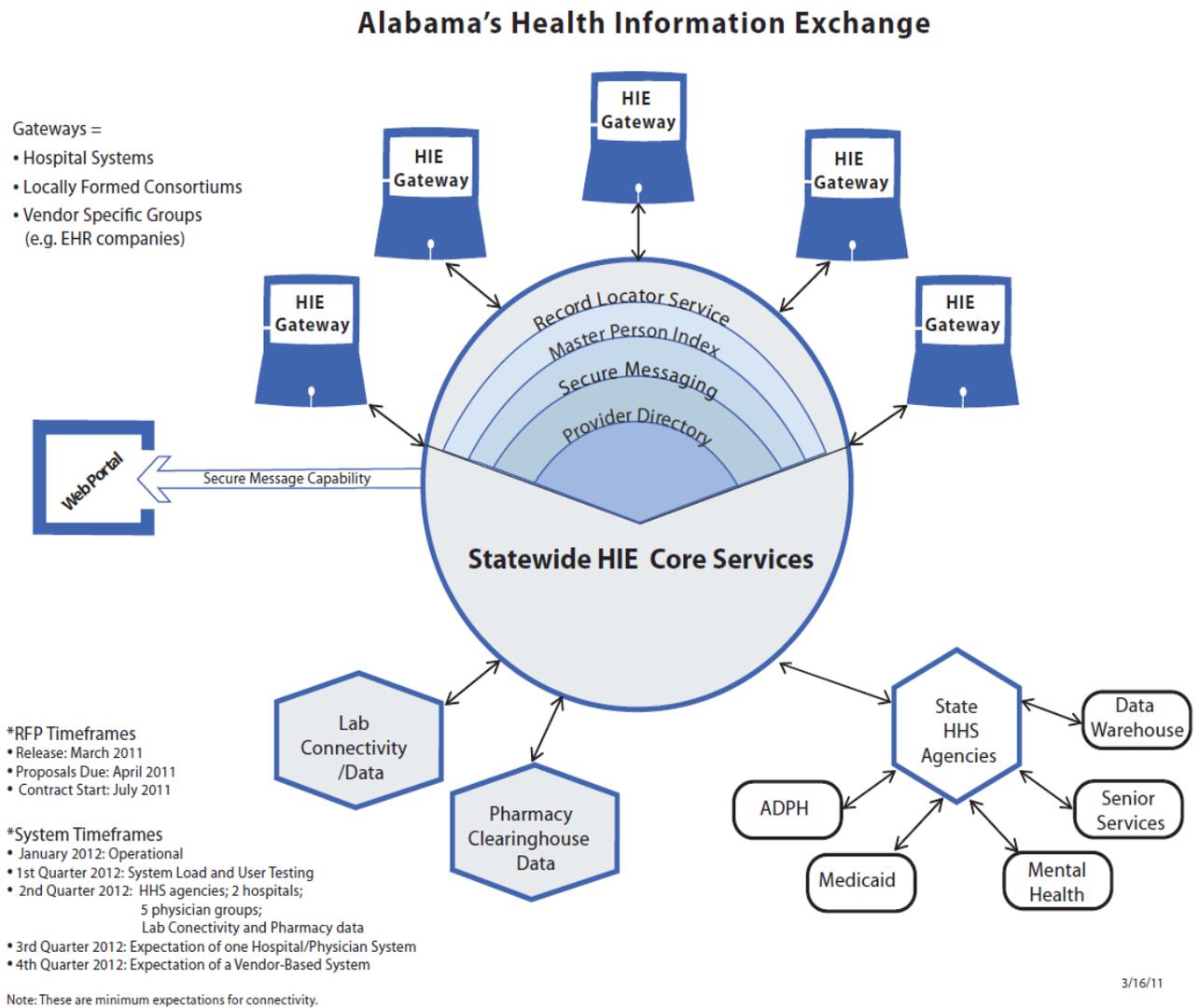
The AHIE will work closely with the Alabama REC to assist providers with achieving Meaningful Use. The Alabama REC will assist its client providers who seek full function EMR/EHR with the selection and adoption of these systems and connection to the AHIE. Consequently, in order to avoid competing with or duplicating the services already available to stakeholders, the AHIE has made a decision not to provide physicians or stakeholders

with a full-function, hosted EMR or EHR system. Vendor solutions should not include these services or products.

E. RFP Purpose

The AHIE is seeking a vendor to provide a health information exchange solution, responsive to the specific requirements as detailed in this RFP. The solution should be constructed using enterprise service bus technologies and service oriented architecture (SOA) principles and components. The expected network design will mirror the NWHIN standards and will be composed of gateways that communicate using a messaging platform and other market accepted health information exchange protocols as they become available. The AHIE will serve as the nexus of these gateways, capable of routing messages among all providers, and orchestrating messages according to business rules needed to deliver meaningful use functions. Figure One illustrates Alabama’s proposed model.

Figure One



A respondent is expected to describe a single, complete solution. Responses should clearly indicate whether it is a one vendor solution or will require the use of subcontractors. If multiple vendors are involved, a list of the services and which vendors will provide them is required, along with specific details about how the different products and services are integrated.

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

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

II. General Requirements

This document outlines the specifications and qualifications which must be met in order for an entity to serve as Vendor. It is imperative that potential Vendors describe, **in detail**, how they intend to approach the Scope of Work specified in Section III. The ability to perform these services must be carefully documented. Proposals will be evaluated in the first round of the evaluation process based on the written information that is presented in the response. This requirement underscores the importance and the necessity of providing in-depth information in the proposal with any supporting documentation necessary.

The Vendor must demonstrate in the proposal a thorough working knowledge of the ARRA regulations surrounding these funding opportunities as well as a working knowledge of health information exchange systems, provider adoption of electronic health technology; national standards for health exchange and best practices in other states.

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.

A. Introduction

Vendors should preface their response with an introduction that demonstrates the vendors approach to and expertise in the understanding of the Scope of Work to support the vision of Alabama's Health Information Exchange

Vendor's understanding should address:

- A working knowledge of the ARRA/HITECH regulations that translate into action.
- An infrastructure model that facilitates the transfer of health data between participating health care delivery systems which store the health data at their disparate locations.
- Exchanging of data stored in existing provider networks, while maintaining an option to store data centrally at a future date.

- Establishment of a scalable, flexible, secure, standards-based, interoperable, service oriented, statewide platform for the exchange of health data between stakeholders and populations that supports the demographics of the State.
- Establishment of a State HHS gateway which connects the state level HHS agencies (nodes) into a single network.
- Implementation of the functional requirements in a phased and logical sequence ensuring that any willing provider will be able to achieve simple exchange by early 2012.
- Delivery of the comprehensive functionality described in the Technical and Functional Requirements in Section III of the RFP.
- How to position and enable the platform to deliver as much functionality as possible in future years as described in advanced functionality.
- Delivery of interface and integration services to enable the functional requirements of all phases

Additionally, the introduction should include an overview of the vendor’s experience with the services outlined and any vendor/product differentiators.

B. Company Background and References

Vendor Proposal must demonstrate direct involvement in at least one completed HIE deployment either through the building, implementing and/or operating of an HIE as described within the Scope of Work contained herein. In that Vendors must submit a single solution, the use of subcontractors to meet this requirement is acceptable.

1. Each vendor proposal must provide the information below for the last three years (2008 through 2010).

# of years in healthcare business			
# of years in health information exchange			
# of total health information exchange employees, including subs			
	2008	2009	2010
# of total health information exchange deployments over last three years (please include customer name and location)			
# of health exchange licensed users (specify number of sites and providers at each site, broken down by deployment)			
Average number of transactions per month (per deployment)			

COMPANY CONTACTS:	
Business Contact (name, phone and email)	
Technical Contact (name, phone and email)	

2. For each proposed subcontracting firm, the Vendor shall provide the following information (referencing the subsections in sequence):
 - a. Subcontracting firm name;
 - b. Complete address of the sub-contractor;
 - c. Project tasks to be conducted by the sub-contractor;
 - d. Number of years of direct project collaboration with the sub-contractor.
 - e. Percentage of total project price and time and task-specific work the sub-contractor will be providing;
 - f. A written statement, signed by each proposed sub-contractor, that clearly verifies that the sub-contractor is committed to render the services required by the contract.
 - g. A written statement by the vendor indicating the number of sub-contracting employees who are directly involved with the project and percentage of work on the overall project expected to be completed by the sub-contractor.

3. The Vendor and any sub-contracting entities must have all necessary business licenses, registrations (including with the Dept. of Finance) and professional certifications at the time of the contracting to be able to do business in Alabama. Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the state of Alabama until it obtains a Certificate of Authority from the Secretary of State, Section 10-2B-15.01, et seq., Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the bid.

4. Furnish, at a minimum, three (3) references for the last three projects of similar size and scope, including
 - a. Contact name
 - b. Title
 - c. Telephone number
 - d. Address
 - e. Nature of the Project
 - f. Contract type
 - g. Contract Amount
 - h. Duration

You may not use any Alabama Medicaid Agency personnel as a reference. If the use of subcontractors is necessary, at least one reference must be for the primary subcontractor.

5. Resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. At a minimum resumes must be included for Vendor's AHIE Project Manager, Vendor's Lead AHIE Technical and Implementation Director, Vendor's AHIE Operations Manager, and Vendor's Lead AHIE Business and Functional Analyst.

These individuals will be expected to participate in Vendor interviews as part of the evaluation process. Any changes in personnel during the project must be approved by the Agency. Replacement personnel must have comparable training, experience and ability as the person originally proposed for the job. The following information must be included in the resumes:

- a. Full name
- b. Education including degrees relevant certifications and the institution from which they were obtained
- c. Years of experience and employment history particularly as it relates to the requirements of the RFP
- d. Names and locations of employers for the past five years including the dates.
- e. Specify the employment status of the personnel (e.g., subcontractor, employee of the contractor)
- f. Location from where the personnel will perform applicable services (e.g., Agency facility, remote Contractor facility, offsite facility)

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

C. Cost Proposal Format

Vendor's response should specify a firm and fixed price for completion of each mandatory requirement of this RFP. The Vendor's cost breakdown must be entered on the template provided in Appendix B Cost Proposal Format. **The Grand Total on Cost Table Two in Appendix B will be the evaluated price.** If the proposal does not contain a firm and fixed price the proposal will not be considered to meet submission requirements and would be determined to be nonresponsive.

The Cost Proposal must include an all-inclusive, annualized breakdown of the total cost of the Alabama HIE projected forward five (5) years from the date the contract is executed. The breakdown must list separately, at a minimum, new costs, recurring costs, and maintenance costs. All pricing shall comprise all necessary costs, including all labor and materials to deliver the Services as specified in this RFP, including applicable taxes, duties, licensing and leasing fees incurred to provide the Services. The Vendor assumes all liability for any omissions. Please use additional pages to provide any additional narrative support for the costing information. The AHIE reserves the right to purchase any third party hardware or software through a State contract or a separate bid process. See Appendix B for Cost Proposal Format Table.

III. Scope of Work: Technical and Functional Requirements

OVERVIEW: Alabama is seeking a single solution based on the model in Figure One that will enable connection to the centralized HIE through gateways. The model should be scalable to include multiple connections over the course of the project. With the exception

of the State Health and Human Service Agency Gateway, the vendor is not responsible for the establishment and operation of any gateway for a participating organization BUT is responsible for establishing and providing technical support for the connection that will connect the gateway to the HIE. The vendor will not be allowed to charge for the connectivity between the gateway and the HIE. Each gateway will represent a node of connected providers. Gateways could consist of health communities such as a hospital and affiliated physicians or gateways can be providers connected through a single EHR application. Please refer to Section D for the proposed implementation plan for further information on gateways. Vendor agrees and understands that all data collected is owned by the State and is immediately available and/or transferable to the State and/or its designee within 30 days of request at no cost.

The AHIE plans to offer low cost, simple tools (Core Service Components) to help providers achieve Meaningful Use. Initially, the Core Service Components will include: support for a Provider Directory, Secure Messaging, a Master Person Index and a Record Locator Service. Clinical information exchanged from the provider level will be augmented with support for e-Prescribing, and Structured Laboratory Results through connections with these data and/or support services.

The following charts are broken down into Core Service Components, Mandatory Operational Requirements and Standards (Infrastructure Support); and System Implementation Requirements.

All items listed in Chart A are Mandatory Core Service Components.

All items listed in Charts B and C are Mandatory Operational Requirements and Standards (Infrastructure Support) and System Implementation Requirements needed to achieve and support Chart A.

If the Vendor is successful, the Vendor agrees that it shall comply with all mandatory requirements throughout the full term of the Contract. **Vendors must provide a full response to each Mandatory requirement without cross referencing other sections of the proposal. Vendors must use the table format and maintain numbering provided in this RFP to respond to each requirement.**

Indicate with an “x” the development status of each component and fully describe how each requirement will be fulfilled. Development status is as follows:

- A = Requirement is fully functioning within a health information exchange or a health information organization
- B = Requirement is already developed and ready for implementation in a statewide health information exchange or health information organization
- C = Requirement would need to be developed before being ready for implementation in a statewide health information exchange

In addition, describe in concise detail your HIE solution’s ability to meet the requirements for the specified functions and your experience in providing the functions.

A. AHIE Core Services Components

No.	Mandatory Requirement	Status		
		A	B	C
A-1	<p>Provider Directory. The Vendor shall provide a centralized provider directory that allows for the authentication and validation of individual healthcare providers; including initial load of provider information and the ability to enroll or update information in the directory. The provider directory will enable NWHIN Direct messaging to and among healthcare providers, facilitating communication of health related information . Note: Message content will not be stored. The solution for the Provider’s Registry may be made available to other entities within the state that have a need for such services. Final determination of scalability will be based on selected vendor’s proposed solution for such services. The Vendor shall be responsible for compliance with all current and future federal standards and requirements.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe the data fields captured in the provider directory which must include at a minimum: Provider Business/Legal Name DBA Name Specialty Subspecialty NPI Organizational Identifiers Tax ID Organizational Affiliations Physical Address Phone Number Email Address 2. Describe how providers can use the directory to enroll or update their information. 3. Describe the functionality available to HIE administrators to manage and query the directory. 4. Please describe the limitations of your Provider Directory when being utilized by various entities simultaneously. 5. Describe how the data loading from Medicaid using MMIS as the initial data source will be accomplished. 			

	6. Please describe the any additional processes and limitations of including additional data sources for loading and periodic updating of the data.			
A-2	Provider-Provider Secure Messaging: Ability to provide HIPAA compliant secure messaging between healthcare providers (e.g., request for consultations, summary records, referrals, etc).			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe how your solution and how the solution supports secure messaging including access to such services when a gateway connection is and is not available. 2. Describe your privacy and security standards and how they will change over time. 3. Describe this component in relation to the NWHIN DIRECT Project. 			
A-3	<p>Master Person Index (MPI): The Vendor solution must include a standardized person identity/ information correlation process used to uniquely identify an individual and match patient data from different healthcare providers and care settings. A core element for the success of the HIE is to correctly match patients with their clinical data and retain that data after the first connection. The solution for the MPI may be made available to other entities within the state that has a need for such services. Final determination will be based on selected vendor's proposed solution for such services. Medicaid and the selected vendor will work together to further define and finalize MPI requirements.</p> <p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe your process for the initial load and ongoing updates of the MPI. For the purpose of this item, The Vendor may assume the data source for the initial loading will be Medicaid's MMIS system. 2. Describe the data fields used in your MPI and how the MPI can accommodate future data elements (e.g., national patient identifier, death indicator). 3. Describe the automated algorithm to match individuals. 4. Describe the process for resolving unmatched and/or overmatched person including notification model, algorithm specification, system certifications, and false positive percentages. 			

	<ol style="list-style-type: none"> 5. Describe anticipated % of false positive and false negative that the system will have. 6. Describe how your MPI logic can be leveraged to serve multiple entities within the state and if additional costs would be incurred anticipate such costs. 			
A-4	<p>Record Locator Service (RLS): The Vendor solution must provide RLS functionality that will locate where health information exists for identified individuals (i.e., a map or pointers to locations of information). Once individuals have successfully been identified, authorized providers can use the RLS to retrieve a copy of the individual's data elements and how those data elements will be formatted and transferred using national standards where they exist.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe the RLS process and provide data flow and storage diagrams illustrating the use of the RLS in the Vendor's HIE infrastructure model. 2. Describe how the RLS will identify the type of health information available through the statewide HIE (e.g., patient summaries, lab result, immunization history, medication history). 3. Describe how the RLS will format and transport data using national terminology and transmission standards where they exist and are ONC established through regulations and endorsement. 			
A-5	<p>Clinical Information Exchange. The Vendor solution must support the exchange of patient clinical summaries in compliance with ONC endorsed interoperability standards. This includes the ability to provide a patient-level clinical summary document that is transferred between healthcare providers when a patient is referred to a specialist or admitted or discharged from a hospital. Healthcare providers can view a CCD, or other accepted formats, from other healthcare providers through the statewide HIE via portal, EHR interface or browser-based secure messaging and make a CCD from their patients available to other healthcare providers.</p>			
	<p><i>Vendor Detailed Description:</i> Describe how your solution supports the exchange of the patient clinical summaries including format(s). Provide details on both standard and non-standard formats.</p>			

A-6	<p>Web-based Portal. The Vendor solution must provide authorized individuals (e.g., healthcare providers) read-only access to the AHIE through a new secure web portal. This portal can also serve as the connection for Provider Directory Capability.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe how the Vendor solution provides a portal to support access and functional use of the information including how user views vary by type of user (physician, nurse, clinical support staff). 2. Clearly explain how the solution uses the portal to facilitate information access, data and report sharing. Additionally, how the portal allows users to customize their portal views to support their individual information needs. 3. Describe any limitations to access of your portal (browser limitations, platform limitations) and any steps that might be taken to overcome these obstacles. 4. Describe how providers can retain information viewed. 5. Describe the privacy, security, authentication and audit logging capabilities of your portal. 			
A-7	<p>E-Prescribing Support. The AHIE plans to facilitate the e-prescription process by providing connectivity to SureScripts, or other like entities, for prescription history and other necessary support services.</p>			
	<p><i>Vendor Detailed Description:</i> Describe the statewide interface and e-Prescribing system support.</p>			
A-8	<p>Lab Connectivity for Structured Lab Results The Vendor solution must support the exchange of the Laboratory Orders and Results (e.g., Clinical Pathology Results) in compliance with ONC endorsed interoperability standards. This includes the ability to transmit a patient's laboratory order (i.e., computerized physician order entry) and the eventual results, through the statewide HIE, to the receiving Provider's EMR/EHR system. Connectivity is expected with a minimum of three major lab providers.</p>			
	<p><i>Vendor Detailed Description:</i> Describe how your solution supports the exchange of laboratory orders and results based on HITSP Construct C-32 and DIRECT enabled exchange of discrete lab</p>			

	data in HL7 format.			
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B. Mandatory Operational Requirements and Standards (Infrastructure Support)

No.	Mandatory Requirement	Status		
		A	B	C
B-1	<p>National Data Standards and Certifications: The Vendor solution must meet and comply with the most current national data standards at all times during the term of the contract. This includes, but is not limited to, HL7, NCPDP, ASTM, SNOMED CT, IHE integration profiles, LOINC, NWHIN, ICD10 and HITSP standards.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> Please indicate what standards, including versions, are currently utilized in your solution and provide a statement as to your company’s commitment to standards conformance including, but not limited to, participation in HL7, IHE, NHIN CONNECT and/or DIRECT implementation. Please detail your evaluation and decision making process for implementing additional standards, including the process for monitoring, selecting, managing and implementing updated versions of the standards and a timeline for moving to a new national standard when a new one evolves. 			
B-2	<p>System Architecture and Performance: The solution must support a peak load of no fewer than 500 concurrent user sessions and 25 requests per second.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> Describe your solution’s architecture and provide a formal description of your HIE solution. Please include a detailed plan of the system at component level for each of the following: <ol style="list-style-type: none"> business (or business process) architecture application architecture data architecture technical architecture security architecture other Identify any specific transactions that possibly may not adhere to these performance goals and indicate why you think this. 			

	<ol style="list-style-type: none"> 3. Please include a model of how you would use gateway architecture(s) and infrastructures to support the connection of multiple networks participating in the Alabama HIE within the State geographical boundaries. 4. Describe your solutions ability to complete 95 percent and 100 percent of all requests under the peak load specified above. Please include the response rates and time frames to complete the transaction percentages named and unreasonable expectations for on-line users. 5. Please describe in detail your plan for providing a State HHS gateway. Please include in your plan any state HHS agency connectivity requirements and your live test plan. 			
B-3	<p>Interstate Exchange Capability: The Vendor must be able to manage the exchange of data with states where medical and public health service areas overlap and standards for access and privacy may differ. It is anticipated that during the course of this contract, Alabama will pursue data exchange opportunities with surrounding states using the NWHIN standards.</p> <p><i>Vendor Detailed Description:</i> Describe your approach to interstate exchanges including costs and timelines utilizing NWHIN. Please include other national standards options that are available.</p>			
B-4	<p>System Hosting: The Vendor will provide system hosting facilities for the Alabama HIE. It is not required that the system be hosted within the State.</p> <p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Provide the location(s) of the primary hosting site and secondary hosting facilities. 2. Describe your system hosting facility and disaster recovery, including but not limited to the following: <ol style="list-style-type: none"> a. security measures & intrusion detection b. audit trails c. around the clock physical security measures d. periodic security assessments e. methods of entry f. system backup processes g. fail-over mechanisms h. water detection i. zone based air conditioning j. network capacity k. network redundancy 			

	<ul style="list-style-type: none"> 1. back-up generator capabilities m. fire suppression specifications 			
B-5	<p>NWHIN Gateway: Please describe how your solution will provide a production NWHIN gateway(s) environment with the Federal Health Architecture's system. The Vendor solution must conform to the most current and to future technical specifications for the NWHIN as approved by the ONC including the Direct Project. Please refer to the NWHIN website for the most current specifications.</p>			
B-6	<p>Access and Authorization Controls: The Vendor solution must provide functionality to identify who is allowed to access the AHIE including access and authorization controls, adherence to patient consent policies, differentiated levels of access to patient specific information based on authorized role, and single sign-on capability. The solution must support access and authorization through:</p> <ul style="list-style-type: none"> 1. The assignment of unique user IDs for each user that can be administered by a participating organization or the statewide HIE. 2. Restrictions to applications and/or functions within the application to specific user ID(s) using role based security. 3. A state of the art user store with proper encryption on passwords. 4. The Vendor solution must support the ability to differentiate levels of access and allowable functionality for different types of users. 			
	<p><i>Vendor Detailed Description:</i></p> <ul style="list-style-type: none"> 1. Describe how the solution will control the level of access allowed through a direct connection or web-based portal to the Alabama HIE. 2. Describe your implementation experience with the provisioning capabilities above. 3. Describe your solution's ability to support the user provisioning capabilities including the levels of access allowable and how access will be different depending on the level of access or role of the individual accessing the AHIE. 4. Describe how the solution's audit and logging processes align and coordinate with audit and logging processes of EHRs and other information 			

	<p>systems maintained by organizations connected to the AHIE.</p> <p>5. Describe the range of audit information that could be collected based on the solution's infrastructure and the method to retrieve data from the logs.</p>			
	<p><i>Vendor Detailed Description:</i> Describe your solution's ability to comply with these requirements.</p>			
B-7	<p>Privacy/Security: Data Protection: The Vendor must secure all protected health information through the use of technology or methodology by means of encryption and destruction in accordance with HHS 74 FR 19006. The guidance specifies encryption and destruction as the technologies and methodologies for rendering protected health information, as well as PHI identifiable health information under section 13407 of the HITECH Act and the FTC's implementing regulation, unusable, unreadable, or indecipherable to unauthorized individuals such that breach notification is not required.</p>			
B-8	<p>Privacy/Security: DURSA: The Vendor solution must comply with terms and conditions of national (NWHIN) and state-specific Data Use and Reciprocal Support Agreements (DURSA). Alabama is using the NWHIN DURSA as a template for state specific documents.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe your solution's ability to comply with the current drafted terms and conditions of national and state-specific DURSA as well as your plan to monitor the evolving terms and conditions. 2. Describe your on-going plan to execute the DURSA instrument and to stay compliant with its provisions. 			
B-9	<p>Consent Registry. The Vendor solution must support patient consent processes. This consent process must indicate the current opt-in/opt-out status for each individual and must apply restrictions on access to specified health information such as provider or service specific information based on the access consent policy that Alabama utilizes. The registry should be able to connect to secondary, local, or other member provider</p>			

	consent registries, if needed, and provide a consent registry if one is not available. Must have an administrative management portal.			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> Describe how patient consent can be recorded in the statewide HIE, for example how might the provider and/or HIE administrators indicate or change a patient consent preference. Describe how specific clinical data (e.g., HIV/AIDS, substance abuse, mental health) and different populations (e.g. adolescents) can be suppressed if there is not additional consent allowing access to that type of data. 			

C. System Implementation Requirements

No.	Mandatory Requirement	Status		
		A	B	C
C-1	<p>Alabama HIE: The Vendor must implement the Alabama HIE. This requirement includes but is not limited to:</p> <ol style="list-style-type: none"> Review and finalize requirements and technical specifications. Acquire and configure necessary services to enable the core infrastructure. Construct a testing environment that is separate from what will be used for production. Initialize and configure initial loads for the MPI and Provider Directory. Establish data transport and messaging standards for healthcare providers participating in the statewide HIE. Establish authentication, authorization, access, and audit procedures. Establish standard and customizable audit functionality and reports. 			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> Describe all activities necessary to construct, configure, operate, and enable connectivity for the statewide HIE. Describe the production and performance impact when the system when configuration changes are made. 			

	<p>Scope of Work:* 8/1/2011</p> <ul style="list-style-type: none"> • Requirements Validation* 8/15/2011 • System Design Specifications Completed:* 9/15/2011 • HIE Core Functionality Complete: 11/11/2011 • System Testing Completed: 12/16/2011 • Initial Loading and User Testing: 12/30/2011 • Phase I Gateway Site Integration 2/1/2012 • Go Live: 4/2/2012 • Phase II Gateway Site Integration 7/1/2012 • Phase III Gateway Site Integration 10/1/2012 • Initial Implementation Completed 12/30/2012 <p>Appropriate vendor staffing, subject to approval by the state, must be onsite full time during development, completion and approval of the specified deliverables.</p>			
	<p><i>Vendor Detailed Description:</i></p> <ol style="list-style-type: none"> 1. Describe your organization’s implementation strategy and recommendations and your experience with implementations for other HIEs. 2. Describe your how your project plan aligns with project management principles and standards embodied in PMBOK. 3. The plan must contain a detailed breakdown of Contractor's expectations for limited state resources (for example, office space) that will be needed for the project, including number of state staff, qualifications, roles and responsibilities and the percentage of time for each state staff person. Request of such resources does not obligate the State to provide such resources. Vendor must describe the on-site staffing resources to necessary to meet project schedule and deliverable requirements, in addition to the AHIE on-site requirements described for the deliverables above . 4. Describe you organization’s approach to site preparation of hardware/software and sample communications with gateways, e.g., describe how the vendor will assist with participant readiness. 5. The plan must address expectations of gateway connections. 6. The plan must include a timeline in the number of days/weeks with start and stop dates for analysis, build, testing and pilot implementation. 7. The plan must include a description of how the Project shall be managed, prioritized, and 			

	controlled. This must include the Project management structure (with organizational chart) and the method of Project status reporting.			
C-4	AHIE System Upgrades: The Vendor must ensure that system upgrades occur only after the Vendor has tested the upgrade with data from the Alabama HIE.			
	<i>Vendor Detailed Description:</i> Describe your process for rolling out system upgrades.			
C-5	HIE Technical Assistance: The Vendor shall provide technical assistance and accompanying technical documentation necessary for connectivity and will be availability to answer technical questions from AHIE personnel or the connecting facility if necessary.			
	<i>Vendor Detailed Description:</i> 1. Describe your expectations of the Provider, Alabama HIE and the Vendor throughout a phased rollout implementation. 2. Describe your approach and plan for a phased rollout implementation upon conclusion of the pilot implementation including timelines, tasks and criteria for determining appropriate implementation sites.			
C-6	HIE Operations: The Vendor solution may require operations personnel for operational tasks. This tasks include, but are limited to, the following: 1. Modify system configurations 2. Monitor response rates 3. System operational reporting. 4. Trouble shooting HIE issues. 5. Systems and users support			
	<i>Vendor Detailed Description:</i> 1. Describe clearly and concisely Vendor expectations as what roles these additional personnel occupy and the impact on the operational approach to the HIE. 2. Describe the Vendor's role in the AHIE operations. 3. Describe how your solution will provide ongoing system support for operations personnel and users via help desk, on-site assistance, etc.			

D. Implementation Plan

As part of Project Initiation, the Vendor will submit a draft Implementation Plan that describes the vendor's approach to developing and delivering a system that meet the following functional objectives in the Phases described below. The State and the Vendor will collaboratively review the implementation plan to meet the general time frames below:

Key Milestone/Phase	Target Date
Core System Functionality Complete	November 2011
System Load and User Testing Complete	December 2011
Phase I Gateway Site Integration Complete Minimum connectivity at completion: <ul style="list-style-type: none">• HHS Agencies;• 2 hospitals;• 5 physician groups;• Lab connectivity and Surescripts	1st Quarter 2012 (January – March)
Phase II Gateway Site Integration Minimum connectivity at completion: One Hospital/Physician System	3 rd Quarter 2012 (July – September)
Phase III Gateway Site Integration Minimum connectivity at completion: A Vendor Based System that will connect multiple providers through a single EHR application	4th Quarter 2012 (October – December):
Initial Implementation Complete	December 2012

E. Electronic Project Library

The Vendor is required to propose and collaborate with the AHIE to implement and use an Electronic Project Library solution that serves as a foundation for defining, managing, and monitoring the Vendor's efforts on this Project and also acts as a repository to retain and track critical project information. The library will include both current and historical versions of the Project Management Plan, and all other artifacts, tools, and project-related deliverable documents. The library will be maintained throughout the life of the contract and the contents turned over to AHIE at implementation. The Vendor will train staff from AHIE staff on the technology and use of the Electronic Project Library.

All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the Contractor and AHIE. The Vendor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the Electronic Project Library. As appropriate, all materials in the Electronic Project Library will be indexed for easy retrieval. All designated documents and files will be maintained as part of the Project's Master Project Library.

Upon delivery of the framework for the Electronic Project Library, the Contractor will provide a description of the process the Project Team will use to add new items and update items in the Electronic Project Library. This documentation will also describe the management of historical records and retention period(s) and procedures for archiving documents. The Contractor will also provide a description of the Contractor's procedures for managing version control on all materials added to the repository.

IV. Submission Requirements

A. Authority

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

In accordance with 45 CFR 74.43, the State encourages free and open competition among Vendors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

B. Single Point of Contact

From the date this RFP is issued until a Vendor is selected and the selection is announced by the Alabama Medicaid Agency, all communication must be directed to the AHIE IT Project Coordinator 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 AHIE IT Project Coordinator.** Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

AHIE IT Project Coordinator:	Gary D. Parker AHIE IT Project Coordinator c/o Kim Davis-Allen
Address:	Alabama Medicaid Agency Lurleen B. Wallace Bldg. 501 Dexter Avenue PO Box 5624 Montgomery, Alabama 36103-5624
Telephone Number:	(334) 242-3940
Fax Number:	(334) 353-9180
E-Mail Address:	gary.parker@mh.alabama.gov

C. RFP Documentation

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

D. Questions Regarding the RFP

Vendors with questions requiring clarification or interpretation of any section within this RFP may submit questions. Question must be submitted to the AHIE IT Project

Coordinator via email. Questions and answers will be posted on the website at the conclusion of the questioning period as outlined in the RFP Schedule of Events.

E. Proposer's Submission

Proposals must be received on or before the deadline in the Schedule of Events. Late proposals shall not be accepted. It is the responsibility of the Proposer to ensure that the proposal is received by Alabama Medicaid Agency in accordance with the Schedule of Events Timetable. The proposal, packaged in accordance with the Section, Proposer Response Format, shall be sent by mail to:

Alabama Medicaid Agency
PO Box 5624
Montgomery, AL
36103-5624
Attention: Kim Davis-Allen

Or, the Proposal may be delivered to:

Alabama Medicaid Agency
501 Dexter Avenue
Montgomery, AL 36104
Attention: Kim Davis-Allen

The Medicaid Agency desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

F. Clarification of RFP Process

The AHIE IT Project Coordinator reserves the right to contact a Vendor after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods and/or services to the State, or requests for corrective pages in the Vendor's Proposal. Information received from or through Vendor will not be considered if the information materially alters the content of the Proposal or the type of goods and/or services the Vendor is offering to the Agency. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the AHIE IT Project Coordinator within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Proposal.

G. Offer in Effect for 120 Days

A proposal may not be modified, withdrawn or canceled by the Vendor for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Vendor so agrees in submitting the proposal.

H. Vendor's Signature

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

I. State Not Responsible for Preparation Costs

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

J. State's Rights Reserved

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

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to a 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.

K. Confidential/Proprietary Information

All documents and other materials pertaining to the proposals shall be held confidential until issuance of award. After that time, pursuant to State law and Agency policies, all original proposals together with all documents pertaining to the award of contract will be retained and made a part of the file or records and shall be open to public inspection at the Alabama Medicaid Agency. Any information claimed by vendor as confidential or priority must be clearly labeled as such on each page.

L. 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.

M. Transmittal Letter

Each response must be accompanied by a Transmittal Letter. The Transmittal Letter shall:

- be submitted on official business letterhead by the prime Vendor;
- shall be signed by an individual authorized to commit the company to the scope of work proposed.
- dated and signed by a representative that has the legal capacity to contract with the AHIE; and
- state the RFP Subject and number, the name of the Vendor, Vendor's business address, email address, telephone number, and name of authorized contact person to speak on behalf of the Vendor.

In addition, the Transmittal Letter shall contain all of the following:

1. Identification of all materials and enclosures being submitted collectively as a response to this RFP.
2. Identification of the Proposer who will be prime Vendor and the name of the corporation or other legal entity submitting the proposal. It shall also include a statement identifying any and all subcontractors, if any, who are needed in order to satisfy the requirements of this RFP. The percentage of work, as measured by percentage of total contract price, to be performed by the prime Vendor shall be provided. The Proposer shall assume sole and exclusive responsibility for all of the Vendor Responsibilities and work indicated in the RFP (including any and all addenda). If no subcontractor is proposed, a statement shall be made identifying that fact.
3. A statement that the prices proposed were arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for this procurement.
4. A statement that the person signing this proposal is authorized to make decisions on behalf of the Proposer's organization as to the prices quoted.
5. A brief description of at least one HIE deployment as required in Section II.B, including the name of the contracting organization, the location, the implementation date and the number of subscribers.
6. A statement that the submission is a complete document with no reference to outside material.

7. A statement indicating that Vendor understands that the following key staff members should be present for the oral presentation: Vendor's AHIE Project Manager, Vendor's Lead AHIE Technical and Implementation Director, Vendor's AHIE Operations Manager, and Vendor's Lead AHIE Business and Functional Analyst.

No reference is to be made to any pricing information or elements of dollar amount. **If any element of dollar amount is referred to in the Transmittal Letter, the Proposer shall be disqualified.**

N. Proposal Format

Proposals shall be provided in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope.

The technical proposal should be formatted in the order provided in the format table below. Text must be double spaced and pages must be front and back within each section. Page limits listed are considered to be the maximum number of total pages within that section. Vendors are encouraged to be succinct and concise in their explanations.

RFP Section	Response Section	Title	Format and Page Limits
Section IV. M.	I	Transmittal Letter	Letter on company letterhead of no more than 2 pages.
	II	Table of Contents (List all documents comprising this response)	Word document with table of contents
Section II.A	III	Introduction	3 page maximum
Section II.B.	IV	Company Background	15 page maximum Note: Personnel resumes are not included in any page limit.
Section III.A. Items A-1 – A-8	A	AHIE Core Services Components	30 page maximum
Section III.B. Items B-1 – B-9	B	Mandatory Operational Requirements and Standards (Infrastructure Support)	25 page maximum

RFP Section	Response Section	Title	Format and Page Limits
Section C Items C-1 – C-6	C	Systems Implementation Response Requirements	15 page maximum
Cost Proposal Section II.B.	Cost Proposal	Cost Proposal	Separated and Sealed, Appendix B Table
Appendix C	Appendix A	Contract and Attachments	Contract and Attachments
Section II.B.6.	Appendix B	Resumes	Format described in Section II.B.6. No page limits

O. Copies Required

Vendors must submit one original Proposal in binder form with original signatures in ink, six (6) additional hard copies in binder form, plus two searchable, electronic (PDF format) copy of the Proposal on CD or jump drive labeled with the Vendor name. Vendor must identify the original hard copy clearly on the outside of the proposal.

If the Vendor has indicated any information as confidential or proprietary, a second electronic copy with any confidential or proprietary information removed must be furnished. Vendor must identify the original hard copy clearly on the outside of the proposal.

V. Evaluation and Selection Process

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

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

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

B. Selection Process

The following procedures will be followed in selecting the Vendor’s Proposal that best meets the requirements of the Alabama HIE.

Phase 1. The AHIE IT Project Coordinator will inspect each proposal to determine if the submitted proposal has complied with the submission requirements as stated in Section IV of this RFP, and in accordance with the Compliance Checklist in Appendix A. Proposals that are deemed non-compliant may be classified as “unresponsive” and will be removed from the evaluation process and will no longer be considered.

Phase 2. The Evaluation Committee will then score Corporate and Technical responses of the remaining proposals based on the points structure stated in sub-section D of this. The five (5) proposals that receive the highest total scoring on the Corporate and Technical portion of this RFP will advance to Phase 3. The remaining proposals that were not among the top 5 in this scoring phase will be removed from the evaluation process and will no longer be considered.

Phase 3. The AHIE IT Project Coordinator will then score the Cost Proposal portion of the five (5) proposals that received the highest total scoring during Phase 2. The points awarded during Phase 3 will be on a sliding scale. The Cost scores are then added to the Vendor’s previous total to determine the overall score. The three (3) Vendors who receive the highest total overall scores will be invited to make oral presentations to the Evaluation Committee. The two remaining proposals will be removed from evaluation process and will no longer be considered.

Phase 4 Product Demonstrations and Oral Presentations – The three (3) Vendor finalists will be invited to make product demonstrations and oral presentations of their HIE solution. There is a maximum of 300 points available to each vendor during this phase of the evaluation process. These points will be awarded based on the following categories:

- a. Demonstrated Technical Expertise.
- b. Demonstrated Product Solution.

After the oral presentations are completed, the Evaluation Committee will submit their Vendor scores for their oral presentation to the AHIE IT Project Coordinator. The final ranking among the three finalists will be determined by combining all the scored components identified in sub-section D of this section.

The State reserves the right to enter into contract negotiations for the services outlined in this proposal with any or all of the three Vendor finalists as determined by the described evaluation process.

C. Opportunity for Additional Information

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

D. 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 3,500 points.

Evaluation Factor	Highest Possible Score
Corporate Background (Section II)	300 (6 components at 50 points each)
Mandatory Requirements (Section III)	2300 (23 requirements x 100 points each)
Cost	600 (Sliding Scale:600, 480, 360, 240, 120)
Product Demo & Oral Presentation	300
Total	3500

E. Selection of Proposal

After review of the Evaluation Committee's recommendation for award, the Commissioner of the Medicaid Agency shall make the decision on the award for contract. The Agency shall issue a notice of intent to award to the successful Proposer. Contract execution is contingent upon review and approval by CMS, the Alabama Legislative Contract Review Committee, and the Governor.

VI. General Terms and Conditions

A. General

The terms and conditions of this RFP and Vendor's response thereto shall be specifically 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, any amendments thereto and responses to Vendor questions;
3. Vendor's response to the RFP;
4. State Medicaid Health IT Plan (SMHP);
5. Strategic and Operational Plan; and
6. 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; and
 - The Medicaid Administrative Code

NOTE: Additional agreements may be required including, but not limited to,

- a. Third Party Technology Escrow Agreement
- b. License Agreements

c. DURSAs

B. Compliance with State and Federal Regulations

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

C. Term of Contract

The initial contract term shall be for two years effective July 1, 2011, through June 30, 2013. Medicaid shall have three, one-year options for extending the contract. At the end of the initial contract term Medicaid may at its discretion, exercise an extension option and allow the period of performance to be extended at the rate indicated on Appendix B, Cost Proposal form for the relevant year.

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

Vendor 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. Vendor 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.

Vendor 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 Vendor shall sign and comply with the terms of a Business Associate agreement with the Agency (Attachment B).

F. Security and Release of Information

Vendor 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. Vendor 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. Vendor shall not be entitled to use of Alabama Medicaid Program data in any of its other business dealings, including, but not limited to, any subsidiary, parent or other related business entity of Vendor 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 Vendor 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 Vendors by 5 USC 552a (m) (1), provides that any officer or employee of a Vendor, 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. Vendor 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 Vendor'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 Vendor effective the date of such filing. Vendor 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 Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Vendor.

J. Termination for Default

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

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 Vendor 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. Termination for Convenience

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

M. Force Majeure

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

N. Nondiscriminatory Compliance

Vendor 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.

O. Small and Minority Business Enterprise Utilization

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

P. Worker's Compensation

Vendor 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.

Q. Employment of State Staff

Vendor 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 Vendors, 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.

R. 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.

S. 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.

T. Warranties Against Broker's Fees

Vendor 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.

U. Novation

In the event of a change in the corporate or company ownership of Vendor, Medicaid shall retain the right to continue the contract with the new owner or terminate the contract without liability. 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 Vendor. 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.

V. Employment Basis

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

W. Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of Vendor 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 Vendor'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 Vendor 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 the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

Any litigation brought by Medicaid or Vendor 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.

X. Records Retention and Storage

Vendor 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 Vendor 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.

Y. Inspection of Records

Vendor 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 Vendor’s books and records pertaining to contract performance and costs thereof. Vendor shall cooperate fully with requests from any of the agencies listed above and shall furnish free of charge copies of all requested records. Vendor may require that a receipt be given for any original record removed from Vendor’s premises.

Z. 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 Vendor’s compliance with applicable federal procurement requirements, and the determination of costs shall be governed by federal cost principles.

AA. Payment

Vendor shall submit to Medicaid a detailed invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Medicaid AHIE Project Manager. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. Medicaid reserves the right to structure payments on a percentage-basis that is conditioned upon the successful and timely completion of identified project milestones.

Payment for each deliverable will be based upon a percentage of the final contract price as described in the table below.

Deliverable	Payment Percentage
Project Initiation*	3%
Project Plan including Complete Scope of Work*	10%
Requirements Validation*	20%
Design Specs Completed*	30%
HIE Core Functionality Complete	3%
Testing Completed	3%
Initial Loading and Testing	3%
Phase I Gateway Site Integration	10%
Go Live	
Phase II Gateway Site Integration	5%
Phase III Gateway Site Integration	3%

Initial Implementation Completed	10%
Total	100.00%

BB. Notice to Parties

Any notice to Medicaid under the contract shall be sufficient when mailed to the AHIE IT Project Coordinator. Any notice to Vendor shall be sufficient when mailed to Vendor 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.

CC. Disclosure Statement

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

DD. Debarment

Vendor 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.

EE. 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 Vendor'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.

FF. Qualification to do Business in Alabama

Should a foreign corporation be selected to provide professional services in accordance with this RFP, it must be qualified to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975), and possess a Certificate of Authority issued by the Secretary of State at the time a professional services contract is executed. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324, www.sos.state.al.us. The Certificate of Authority or a letter/form showing application has been made for a Certificate of Authority must be submitted with the proposal.

GG. Choice of Law

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

HH. Alabama InterChange Interface Standards

Vendor hereby certifies that any exchange of MMIS data with the Agency's fiscal agent will be accomplished by following the Alabama InterChange Interface Standards Document, which is contained in the RFP library.

II. Headings and Titles

Any headings or titles used to help identify any part of this RFP or any contract upon which it is based are for references purposes only and shall not be deemed as controlling the interpretation or meaning of any provision of this RFP or any contract upon which it shall be based.

JJ. Changes to the Statement of Work

During the contract period, if the Vendor considers that any written or oral communication, including any order, direction, instruction, interpretation, or determination, received from the Project Manager or any Alabama Medicaid agent or representative, or that any other act or omission of the Alabama Medicaid Agency, its agent or representative (an "Event") constitutes a change to the scope of the Statement of Work of this RFP but is not plainly identified, labeled, or titled as such, the Vendor shall advise the IT Project Coordinator designated Agency contact person in writing within 10 business days of the Event and shall request written confirmation of the Event. The notice shall state:

- The nature and pertinent circumstances of the communication, act, or omission regarded as a change in scope of the Statement of Work by the Vendor
- The date of the communication, act, or omission, and the identification of each individual involved in such communication, act, or omission, listing his or her name and function
- The identification of the documents involved
- The substance of any oral communications
- The particular technical requirements or contract requirements regarded as changed, and
- The direct and foreseeable consequential effect of the communication, act, or omission regarded as a change to the scope of the Statement of Work, including the number of hours required from the staff to accomplish the change and the manner and sequence of performance or delivery of supplies or services, identifying which supplies or services are or shall be affected
- The Agency shall respond within 10 days of receipt of the Vendor's notice, either:
 - To countermand the action or communications regarded as an Event
 - To deny that the Event is a change in the scope of the Statement of Work
 - To confirm that the Event is a change to the scope of the Statement of Work by issuance of a written notice, or

- If the information in the Vendor's notice is inadequate to permit a decision to be made, advise the Vendor as to what additional information is required and establish the date by which this information shall be furnished

If the Vendor complies with any order, direction, interpretation, or determination, written or oral, without providing the notice, in accordance with this section, the Agency shall not be liable for any increased price, delay in performance, or contract nonconformance by the Vendor. If the Vendor does not agree with the decision of the Agency designee, the Vendor has 30 days to appeal the decision to the Commissioner of Medicaid.

KK. Non-assignment

The Agency shall have the right to assign this contract. The vendor however, shall not assign this contract without written consent of the Agency. Except under exceptional circumstances, no such consent shall be given.

LL. Subcontracts

The Vendor may subcontract for any services necessary to the completion and maintenance of this contract and to the performance of its duties under this contract with advance written approval by the Agency of both the subcontracted function and the subcontractor. Subcontractors include those whose services shall be purchased or software licensed by the Vendor, and any business partnerships between the Vendor and others. Subcontractors shall demonstrate the capability to perform the function to be subcontracted at a level equal or superior to that of the Vendor. All subcontracts shall be in writing, with the subcontractor functions and duties clearly identified, and shall require the subcontractor to comply with all applicable provisions of this RFP, including but not limited to qualification to transact business in the State of Alabama in accordance with Section 10-2B-15.01, et seq., Code of Alabama (1975). The Vendor shall at all times remain responsible for the performance by any subcontractors approved by the Agency. The Vendor's performance bond and Vendor responsibility for damages shall apply whether performance or nonperformance was by the Vendor or one of its subcontractors. The Agency shall not release the Vendor from any claims or defaults of this contract, which are predicated upon any action or inaction or default by any subcontractor of the Vendor, even if such subcontractor was approved by the Agency as provided above. The Vendor shall give the Agency notice in writing by certified or registered mail of any action or suit filed against it by any subcontractor and prompt notice of any claim made against the Vendor by any subcontractor or Vendor, which in the opinion of the Vendor may result in litigation related in any way to this contract with the State of Alabama.

MM. Vendor's Duties Upon Expiration/Termination

Prior to the expiration or termination of any contract, the Vendor shall provide, at no extra charge, full support and assistance in turning over the complete and current deliverables to the Agency or its agent. The Agency desires a low-risk turnover that is transparent. Specific objectives are to provide for an orderly, complete, and controlled transition to a successor Vendor and to minimize any disruption of processing and services provided.

The Vendor must:

- Stop work under any contract on the date and to the extent specified in the notice of termination;
- Place no further orders or subcontracts for materials or services, except as may be necessary for completion of such portion of work under these any contract as is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to the Agency, in the manner and to the extent directed by the Agency, all of the rights, title, and interest of the Vendor under the orders or subcontracts so terminated, in which case the Agency shall have the right, in its discretion, to settle, pay or deny any or all claims arising out of the termination of such orders and subcontracts
- With the prior approval or ratification of the Agency, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of any contract. Failure to obtain prior approval shall result in loss of the Agency reimbursement;
- Complete the performance of such part of the work as shall not have been terminated by the notice of termination; and
- Take such action as shall be necessary, or as the Agency shall direct, for the protection and preservation of any and all property or information related to these contracts which is in the possession of the Vendor and in which the Agency has or shall acquire an interest.

NN. Termination Claims

After receipt of a notice of termination, Vendor must submit to the Medicaid IT Project Coordinator any termination claim in the form and with the certification prescribed by the Medicaid IT Project Coordinator. Such claim shall be submitted promptly but in no event later than sixty days from the effective date of termination. Upon failure of the Vendor to submit its termination claim within the time allowed, the Medicaid IT Project Coordinator may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available, the amount, if any, due to the Vendor by reason of the termination and, shall thereupon cause to be paid to the Vendor the amount so determined.

Upon receipt of notice of termination, Vendor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or in any other contract. Vendor shall be paid only by the following upon termination:

- At the contract price(s) for completed deliverables and services delivered to and accepted by Medicaid, or
- At a price mutually agreed by the Vendor and Medicaid for partially completed deliverables .

In the event of the failure of the Vendor and Medicaid to agree in whole or in part as to the amounts with respect to costs to be paid to the Vendor in connection with the total or partial termination of work pursuant to this article, Medicaid shall determine on the basis of information available the amount, if any, due to the Vendor by reason of termination and shall pay to the Vendor the amount so determined.

OO. Health Insurance Portability and Accountability Act of 1996 Requirements

All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and any implementing regulations as adopted.

PP. Conflict of Interest

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of any contract no person having any such known conflict of interests shall be employed by the Vendor.

QQ. Performance Bond

In order to assure full performance of all obligations imposed on a Vendor contracting with the State of Alabama, the Vendor will be required to provide a performance guarantee in the amount of \$1,000,000.00 (One Million dollars). The performance guarantee must be submitted by Vendor at least ten calendar days prior to the contract start date. The form of security guarantee shall be one of the following: (1) Cashier's check (personal or company checks are not acceptable); OR (2) Other type of bank certified check; OR (3) Money order; OR (4) An irrevocable letter of credit; OR (5) Surety bond issued by a company authorized to do business within the State of Alabama. This bond shall be in force from that date through the term of the operations contract and 90 calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily shall cause the performance bond to become due and payable to the State of Alabama. The Alabama Medicaid Agency Office of General Counsel shall be custodian of the performance bond. Said bond shall be extended in the event the Agency exercises its option to extend the operational contract.

RR. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the State, the Agency, and their officers, agents and employees (hereinafter collectively referred to as "indemnitees"), for all claims, losses, or suits accruing or resulting from the Vendor's performance or non-performance of its duties under these contracts. The Vendor, at its own expense, shall defend any claim or suit which may be brought against the State for the infringement of any patents, copyrights, proprietary rights or right of privacy arising from the Vendor's or State's

use of any equipment, materials, or information prepared or developed in conjunction with performance of these contracts. The Vendor shall, in any such suit, satisfy any final judgment for infringement. Any Federal sanction or damages, other than those specified herein, imposed upon the State due to the Vendor's failure to perform its responsibilities under these contracts shall be paid by the Vendor.

The Vendor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and hold harmless the indemnitees of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage, (including but not limited to bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character and invasion of privacy) and attorney fees, caused by, growing out of, or otherwise happening in connection with these contracts, due to any act or omission (whether intentional or negligent, through theft or otherwise), or due to any breach of this contract, or due to the application or violation of any pertinent Federal, State or local law, rule, policy or regulation by the Vendor.

This indemnification applies whether: (1) the activities involve third parties or employees, subcontractors or agents of the Vendor or indemnitees, or (2) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of the Vendor, and this indemnification and release survives the termination of this contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor.

The Vendor must, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

SS. Liquidated Damages

The purpose of liquidated damages is to ensure adherence to the performance requirements in these Contracts. No punitive intention is inherent. It is agreed by the Agency and the Contractor that, in the event of a failure to meet the contract requirements, damage shall be sustained by the Agency, and that it is and shall be impractical and extremely difficult to ascertain and determine the actual damages which the Agency shall sustain in the event of, and by reason of, such failure; and it is therefore agreed that the Contractor shall pay the Agency for such failures at the sole discretion of the Agency according to the following subsections, which Vendor agrees represent reasonable pre-breach estimates of probable losses, (unless these damages are waived by Medicaid).

- Medicaid may assess damages in the amount of \$2500.00 per working day or any part thereof for project deliverables produced after the day identified in agreed upon project plan.

- Medicaid may impose liquidated damages of up to 10 percent (10%) of the total proposed project price should specific personnel proposed by the Contractor not be available, or become materially absent during the course of the project.
- Alternatively, Medicaid reserves the right to withhold any payment or payments, to the Vendor, in whole or in part, without penalty to Medicaid, or without work stoppage by the Vendor, in the event Medicaid determines that i) Vendor has failed to perform any of its duties and obligations set forth in this RFP and/or any Software License Agreement; or (ii) or any requirement or deliverable has failed to meet or conform to applicable specification, or contains or is experiencing deficiency. Nor interest shall accrue or be paid to the Vendor on any amounts retained or withheld by Medicaid.

Written notification of each failure to meet contractual requirements shall be given to the Contractor. The imposition of liquidated damages is not in lieu of any other remedy available to the Agency.

A decision by the Agency not to exercise this damage clause in a particular instance shall not be construed as a waiver of the Agency's right to pursue future assessment of that performance requirement and associated damages. The Agency may, at its sole discretion, return all or a portion of any liquidated damages collected, as an incentive to the Contractor for prompt and lasting correction of performance problems.

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.

TT. Additional ARRA Contract Provisions

By submission of a proposal, Vendor agrees to comply with all requirements of ARRA, including but not limited to the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a Vendor.

Reporting Requirements

The Vendor is notified that this project will be financed with ARRA Funds. The Vendor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have all mandated provisions in their contracts. Pursuant to Title XV, Section 1512 of ARRA, the State shall require that the Vendor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Vendor's own workforce and any sub-Vendors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the Vendor or any of its sub-Vendors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the Vendor or any of its sub-Vendors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The Vendor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Vendor, its sub-Vendors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American Provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Vendor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of Alabama and federal agencies. The Vendor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by Vendors and sub-Vendors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The Vendor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Vendors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching

funds. Pursuant to Section 1604 of the ARRA, Vendors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by ARRA.

Whistleblower Provisions

Vendors understand and acknowledge that Section 1553 of ARRA (applies to anyone receiving federal funds), provides protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Vendor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of Alabama, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, Vendors and sub-Vendors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Appendix A: Proposal Compliance Checklist

NOTICE TO VENDOR:

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

Vendor Name

AHIE IT Project Coordinator

Review Date

Proposals for which ALL applicable items are marked by the AHIE IT Project Coordinator are determined to be compliant for responsive proposals.

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Vendor's original proposal received on time at correct location.
<input type="checkbox"/>	2. Vendor submitted the original and specified copies of proposal in paper and electronic format.
<input type="checkbox"/>	3. The Proposal includes a completed, signed and notarized RFP Cover Sheet.
<input type="checkbox"/>	4. The Proposal contains the complete signed transmittal letter.
<input type="checkbox"/>	5. Vendor submitted signed acknowledgement of any and all addenda to RFP.
<input type="checkbox"/>	6. The Proposal includes required client references (with all identifying information in specified format and order).
<input type="checkbox"/>	7. The Proposal includes a corporate background and response.
<input type="checkbox"/>	8. The Proposal includes the Vendor's detailed responses regarding the Vendor's understanding and capability in addressing the requirements in Section III, Technical and Functional Requirements.
<input type="checkbox"/>	9. The Proposal includes the detailed description of the Costs.
<input type="checkbox"/>	10. The response includes (if applicable) a Certificate of Authority or letter/form showing application has been made with the Secretary of State for a Certificate of Authority.
<input type="checkbox"/>	11. The response includes information on the requisite HIE Implementation and deployment.

Appendix B: Cost Proposal Format, Page 1

TABLE ONE: Vendor should indicate the one year quantity and cost for each contract year and whether this is a one-time (O/T) cost or recurring (R) cost.

Cost Category/Deliverable	YR 1 QTY AND O/T or R	YR 1 COST	YR 2 QTY AND O/T or R	YR 2 COST	YR 3 QTY AND O/T or R	YR 3 COST	YR 4 QTY AND O/T or R	YR 4 COST	YR 5 QTY AND O/T or R	YR 5 COST
1. Core Services Components - Including but not limited to: secure messaging, master patient index, provider directory, record locator service, web-based portal .										
List all HIE Core Service components included in the core infrastructure, section A and itemize the cost as appropriate										
2. Operational Support Components - Including but not limited to: master patient index, provider directory, record locator service, state HHS gateway.										
List all HIE Operation Support components included in the Operational Requirements and Standards and itemize the cost as appropriate. Please include any required additional components not mentioned in Sections B and C of this RFP.										
3. Professional Services Including but not limited to: Project management, reviewing and finalizing business and technical requirements; enabling the core infrastructure, and possible modifications to support the compatibility with the statewide HIE.										
List all professional services and itemize the cost as appropriate.										
4. License and Maintenance Fees This could include: licenses for healthcare providers and Maintenance fees for the AHIE, as well as the provider connection fees.										
List all components included in the fees and itemize the cost as appropriate. Indicate if there are variables that may influence the cost. Is block pricing an option?										
Grand Total (Cost categories 1-4)										

Appendix B: Cost Proposal Format, Page 2

COST TABLE TWO: Vendor should indicate by year the new and recurring cost as well as the total. **The Grand Total of the New and Recurring Costs on Cost Table Two will be the evaluated price.**

Year	New Costs	Recurring Costs	Total (new + recurring) Costs
2011			
2012			
2013			
2014			
2015			
Grand Total (evaluation price)			

Appendix C - 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. They are not required to be returned with your proposal.

Attachment A: Sample Contract

Attachment B: Business Associate Agreement

Attachment C: Contract Review Report

Attachment D: Immigration Status

Attachment E: Disclosure Statement

Attachment F: Reporting to Ethics

Attachment G: Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions

Sample Contract

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

Vendor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP) Number 2011-HIE-01, dated March 18, 2011, strictly in accordance with the requirements thereof and Vendor's response thereto.

Vendor shall be compensated for performance under this contract in accordance with the provisions of the RFP Section AA and the price provided on Appendix B Cost Proposal.

This contract specifically incorporates by reference the said RFP, any attachments and amendments thereto, and Vendor's response, including all attachments.

VENDOR

ALABAMA MEDICAID AGENCY

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

Commissioner

Date Signed

Date Signed

Printed Name

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

Title

Medicaid Legal Counsel

APPROVED

Governor, State of Alabama

ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM

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

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled _____ (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. 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 Privacy Rule (as defined below).
- c. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow 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

Unless otherwise clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Breach" shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.
- b. "Electronic Health Record" shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c. "Electronic Protected Health Information" means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.
- d. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- f. "Personal Health Record" shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.
- g. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- h. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- i. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- j. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- k. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 162, and Parts 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.
- m. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the same meaning as those terms have in the Privacy Rule.
- n. "Unsecured Protected Health Information" is information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals by mean of technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of Public Law 111-5.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Use and Disclosure of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. The Business Associate agrees to take steps to safeguard, implement and maintain PHI in accordance with the HIPAA Privacy Rule.
- c. Mitigation. Business Associate agrees to 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.

- d. Report Unauthorized Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- e. Applicability to Business Associate's Agents. Business Associate agrees to ensure that any agent, including a sub-Vendor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The Business Associate agrees to have HIPAA-compliant Business Associate Agreements or equivalent contractual agreements with agents to whom the Business Associate discloses Covered Entity PHI.
- f. Access. Upon receipt of a written request from Covered Entity, Business Associate agrees to provide Covered Entity, in order to allow Covered Entity to meet its requirements under 45 CFR 164.524, access to PHI maintained by Business Associate in a Designated Record Set within thirty (30) business days.
- g. Amendments to PHI. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR 164.526 at the request of Covered Entity, within thirty (30) calendar days after receiving a written request for amendment from Covered Entity.
- h. Availability of Documents. Business Associate agrees to 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 for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules, within five business days' after receipt of written notice.
- i. Documentation of PHI Disclosures. Business Associate agrees to keep records of disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j. Accounting of Disclosures. The Business Associate agrees to provide to Covered Entity, within 30 days of receipt of a written request from Covered Entity, information collected in accordance with the documentation of PHI disclosure of this Agreement, to permit 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 CFR 164.528.
- k. The Business Associate shall 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.
- l. The Business Associate shall notify the Covered Entity immediately following the discovery of a breach of Protected Health Information (PHI).
- m. The Business Associate shall provide the Covered Entity the following information when a breach of unsecured protected health information is discovered:
 - 1. The number of recipient records involved in the breach.
 - 2. A description of what happened, including the date of the breach and the date of the discovery of the breach if known.

3. A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 4. Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 5. 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.
 6. 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.
 7. A proposed media release developed by the Business Associate.
- n. The Business Associate shall obtain Covered Entity approval prior to reporting any breach required by 45 CFR Part 164, Subpart D.
 - o. The Business Associate shall, after receiving Covered Entity approval, provide the necessary notices to the recipient, prominent media outlet, or the Secretary of Health and Human Services (HHS) to report Business Associate breaches as required by 45 CFR Part 164, Subpart D.
 - p. Covered Entity will coordinate with the Business Associate in the determination of additional specific actions that will be required of the Business Associate for mitigation of the breach.
 - q. If the Business Associate is a vendor of personal health records, notification of the breach will need to be made with the Federal Trade Commission.
 - r. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a breach that has occurred because of the negligence of the Business Associate.
 - s. The Business Associate shall pay all fines or penalties imposed by HHS under 45 CFR Part 160 HIPAA Administrative Simplification: Enforcement rule for breaches made by any employee, officer, or agent of the Business Associate.
 - t. The Business Associate shall be subject to prosecution by the Department of Justice for criminal violations of HIPAA if the Business Associate obtains or discloses individually identifiable health information without authorization, and shall be responsible for any and all costs associated with prosecution.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity;

- a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 1. disclosures are Required By Law; or
 - 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.
- c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose PHI if the use or disclosure would violate any term of the Contract.

5. REPORTING IMPROPER USE OR DISCLOSURE

- a. The Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this agreement immediately from the time the Business Associate becomes aware of the use or disclosure.
- b. The Business Associate shall report to the Covered Entity any Security Incident and/or breach immediately from the time the Business Associate becomes aware of the use or disclosure.

6. OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.
- b. Covered Entity shall 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.
- c. Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- d. Covered Entity shall 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.
- e. Covered Entity shall provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services.

7. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 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;
 2. Immediately terminate this Agreement; or
 3. If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 1. Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Sub Vendors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 2. In the event that Business Associate determines that 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 extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. GENERAL TERMS AND CONDITIONS

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

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

ALABAMA MEDICAID AGENCY

Signature: _____

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: _____

BUSINESS ASSOCIATE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

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

Name of State Agency Alabama Medicaid Agency

Name of Contractor: _____

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

Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama?

Yes ___ No ___

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: _____ (To be assigned by Administrative Procedures Officer)

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

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

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

Date Contract Effective: _____ Date Contract Ends: _____

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

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

If AMENDMENT, Complete A through C:

[A] Original contract total \$ _____

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

[C] Amended total after this amendment \$ _____

Was Contract secured through Bid Process? Yes ___ No ___ Was lowest Bid accepted? Yes ___ No ___

Was Contract secured through RFP Process? Yes ___ No ___ Date RFP was awarded _____

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

R. Bob Mullins, Jr., MD

Printed Name

Printed Name

Agency Contact: Wanda Wright

Phone: 242-5833

(1) If this contract was not competitively **Bid**, explain why not:

(2) If this contract was not competitively **Bid** because the contractor is a sole source provider, please explain who made the sole source determination and on what basis:

(3) If contract was awarded by **RFP**, what process was used, was it competitive, how many vendors were contacted, and how many proposals were received?

(4) If contract was awarded by **RFP**, was it awarded to the person or company with the lowest monetary proposal? If not, explain why not.

(5) If contract was awarded by **RFP**, how and by whom were the proposals evaluated

(6) If this contract was not awarded through either **Bid** or **RFP** process, explain why not :

(7) If this contract was not awarded through either **Bid** or **RFP** process, how was it awarded

(8) Did agency attempt to hire a **State Employee**? If so who from the State Personnel Department did you talk to?

(9) How many additional contracts does contractor have with the State of Alabama and which agencies are they with?

R. Bob Mullins, Jr., MD

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 Vendor

Witness



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

Alabama Medicaid Agency

ADDRESS

501 Dexter Avenue, PO Box 5624

CITY, STATE, ZIP

Montgomery, Alabama 36103-5624

TELEPHONE NUMBER

(334)242-5833

This form is provided with:

Contract

Proposal

Request for Proposal

Invitation to Bid

Grant Proposal

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

Yes

No

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

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

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

Yes

No

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

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

NAME O

F PUBLIC OFFICIAL/EMPLOYEE ADDRESS STATE DEPARTMENT/AGENCY

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

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL / PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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

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

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

Signature

Date

Notary's Signature

Date

Date Notary Expires

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

ALABAMA MEDICAID AGENCY

MEMORANDUM

TO: All Persons Under Contract With the Agency and All Agency Staff

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 Stephanie Azar, Agency General Counsel, at 242-5126.

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

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

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

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

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

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

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

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

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

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

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