

STATE OF ALASKA REQUEST FOR PROPOSALS



Independent Verification & Validation Services (IV&V)

RFP 0619-114

ISSUED MARCH 11, 2019

The Department of Health and Social Services (DHSS), is soliciting proposals for a contractor to provide independent verification and validation (IV&V) services for projects within the Medicaid enterprise. This service is intended to provide federally mandated oversight and monitoring of Medicaid System updates and maintenance.

ISSUED BY:

DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF FINANCE & MANAGEMENT SERVICES

PRIMARY CONTACT:

SUSAN JABAL
PROCUREMENT OFFICER
SUSAN.JABAL@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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"ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT
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Section 1. Introduction & Instructions

Sec. 1.01 Purpose of the RFP

The Department of Health and Social Services (DHSS), is soliciting proposals for a contractor to provide independent verification and validation (IV&V) for projects within the Medicaid enterprise. This service is intended to provide federally mandated oversight and monitoring of Medicaid System updates and maintenance.

The projects that will make up the scope of this contract include:

- Division of Public Assistance (DPA) Eligibility Modernization
- Division of Health Care Services (HCS) Medicaid Management Information System (MMIS)

The resulting contract will initially be focused on the DPA eligibility modernization project, and HCS's provider enrollment portal and decision support system, with the related Medicaid toolkit activities released by CMS. There will be additional work envisioned by other DHSS divisions including the Office of Children's Services, additional Health Care Services initiatives, and the Office of Health Information Technology. More detailed information can be found in section 3.01: Scope of Work.

Sec. 1.02 Budget

The Department of Health and Social Services estimates an initial total budget of \$600,000.00 for two years, to be focused on the DPA eligibility modernization project, future CMS reviewed and approved MMIS provider enrollment portal, and the MMIS decision support system project.

The contract resulting from this RFP will be initiated for the 2-year term of the DPA Eligibility Modernization project, in an amount not to exceed \$275,000.

The MMIS services will be added to the contract via amendment (not to exceed \$325,000 for a 2 year term), as described in Section 2.04: Service Implementation Plan

Upon completion of the initial term of the contract, the State may choose to exercise three (3) annual renewal options for either or both projects, at the sole discretion of the state, anticipated to be valued at \$300,000 annually. If the full five (5) year term is executed for both projects, the value is estimated to be \$1,500,000.00.

As additional Medicaid enterprise IV&V needs are identified, DHSS may develop additional contract projects and negotiate a revised budget based on the rates set forth in the original contract.

Approval or continuation of a contract resulting from this or any additionally identified services is contingent upon legislative appropriation.

Sec. 1.03 Deadline for Receipt of Proposals

Proposals must be received no later than 2:00 pm prevailing Alaska Time on Monday, April 15, 2019.

Sec. 1.04 Minimum Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum requirements. Please ensure start and end dates (month and year) are indicated, and that experience is detailed sufficiently to ensure verification of all aspects of the minimums below.

Offerors should be aware that there are two different approaches being taken with respect to software development in Alaska's Medicaid systems. You'll note that the Division of Public Assistance is taking an agile approach, whereas Health Care Services envisions taking a waterfall approach. This will likely require Offerors to team or subcontract in order to meet the minimum qualifications described below

1. Must demonstrate similar oversight, including evaluating, auditing, or monitoring of at least three (3) Medicaid or similar federally funded health and human services projects within the past five (5) years.
2. Must demonstrate experience working on two (2) projects within the last five (5) years for clients using multiple types of software development lifecycle approaches. These approaches must include cross-functional teams that use human-centered design, build with modern technology stacks, and use an iterative, agile approach to continuously deliver working software to their clients;
3. The proposed Project Lead must have a minimum of three (3) years within the last five (5) years of experience conducting IV&V work, preferably in health or major IT systems-related projects.

Sec. 1.05 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

Sec. 1.06 Questions Prior to Deadline for Receipt of Proposals

Questions must be submitted in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 12 noon on March 29, 2019.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. Other questions may be more complex and may require a written amendment to the RFP.

The procurement officer will make that decision. All questions are requested in writing to the below:

Procurement Officer: Susan Jabal
susan.jabal@alaska.gov

Sec. 1.07 Return Instructions

Email Submission

The preferred method of response submission to this solicitation is via email, sent to the following address:
hss.procurement.proposal@alaska.gov

The email submission must contain the RFP number in the subject line. In the body of the email, please indicate the Procurement Officer's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted.

When submitting a proposal via email, the technical proposal and cost proposal must be saved as separate, clearly labeled PDF documents, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The maximum size of a single email (including all text and attachments) that can be received by the State is 20mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes; each email must comply with the requirements above. Please also include an indication of multiple email submissions (1 of 2, 2 of 2, etc).

It is the offeror's responsibility to ensure that the Procurement Officer has received the proposal in full, prior to the deadline. The Procurement Officer will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Officer to confirm. The State is not responsible for lost, unreadable, or corrupt emails, or missing attachments.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Paper Submission

If submitted a proposal by mail, Offerors must submit one hard copy of their proposal, to the procurement officer, in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified.

The sealed proposal package(s) must be addressed as follows:

Department of Health and Social Services
Division of Finance and Management Services
Attention: Susan Jabal, Procurement Officer
RFP Number: 0619-114
RFP Title: IV&V Services

If mailing via US Mail, please use the following address:

PO Box 110650
Juneau, AK 99811-0650

If utilizing a delivery service, please use the following address:

333 Willoughby – Suite 760
Juneau, AK 99801

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Faxed proposals will not be accepted. Oral proposals will not be accepted.

Sec. 1.08 Proposal Contents

The following information must be included in all proposals:

(a) Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- a. the laws of the State of Alaska;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- d. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- e. all terms and conditions set out in this RFP;
- f. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- g. that the offers will remain open and valid for at least 90 days; and
- h. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the State's request.

(d) Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Health and Social Services reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Section 7.13 further defines Conflict of Interest requirements specific to this solicitation.

(e) **Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

Each proposal must include a signed certification form, see Section 7: Attachments.

Sec. 1.09 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

Sec. 1.10 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

Sec. 1.11 Amendments to the RFP

If an amendment is issued, it will be posted directly to the solicitation on the Alaska Online Public Notices. All vendors who have registered with the procurement officer will receive direct notification of the amendment.

Sec. 1.12 RFP Schedule

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP on March 11, 2019
- Deadline for receipt of questions on March 29, 2019
- Deadline for receipt of proposals on April 15, 2019
- Proposal Evaluation Committee complete evaluation by April 30, 2019
- State of Alaska issues Notice of Intent to Award a Contract by April 30, 2019
- State of Alaska issues contract award by May 13, 2019
- Contract begins June 1, 2019

This RFP does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, or the Commissioner's designee. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

Sec. 1.13 Pre-Proposal Conference

A pre-proposal conference will not be held for this solicitation. Interested parties may submit questions in writing per RFP Section 1.06.

Sec. 1.14 Alternate Proposals

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Sec. 1.15 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

Section 2. Scope of Work & Deliverables

Sec. 2.01 Background Information

The State of Alaska has multiple divisions within the Department of Health and Social Services administering Medicaid and other public assistance programs. These divisions have differing responsibilities for determining client eligibility, provider management, child welfare, and Medicaid claims management and payment.

The following divisions within DHSS are involved in the administration of health care programs for the State:

- Division of Health Care Services (HCS)
- Division of Public Assistance (DPA)
- Division of Behavioral Health (DBH)
- Office of Children’s Services (OCS)
- Division of Juvenile Justice (DJJ)
- Division of Public Health (DPH)
- Division of Alaska Pioneer Homes (APH)
- Division of Senior and Disabilities Services (SDS)
- Office of Finance and Management Services (FMS)
- And multiple Medicaid Program Contractors

These divisions have Federal partners, including Centers for Medicare & Medicaid Services (CMS), Food and Nutrition Service (FNS), and Administration of Children and Families (ACF), whom they work with in order to implement regulations and program rules.

Starting in 2007 CMS released the MECT toolkit “to assist states as they plan, develop, test, and implement their Medicaid Management Information Systems (MMIS)”. In 2017 CMS released the MEET toolkit “to assist states as they work to streamline and modernize their Eligibility and Enrollment (E&E) systems”. Both of these toolkits include requirements for IV&V services as well as specified templates and focus areas for oversight.

The divisions that are anticipated to need IV&V services under the contract resulting from this RFP are:

1. Division of Public Assistance
2. Division of Health Care Services

Over time, additional divisions may require this service, upon which they may be negotiated into the scope of the resultant contract. Negotiated rates will be based on the rates proposed in response to this RFP.

Division of Public Assistance (DPA)

DPA determines eligibility and administers Alaska’s public assistance programs. Their mission is to “promote self-sufficiency and provide basic living expenses to Alaskans in need.”

This includes the following programs:

- Adult Public Assistance
- Child Care
- Chronic and Acute Medical Assistance
- Denali Kidcare
- Family Nutrition
- Food Stamps
- General Relief Assistance
- Medicaid
- Senior Benefits
- Temporary Assistance

DPA is developing a modern, integrated eligibility system that enables staff to more efficiently issue correct and timely benefits to Alaskans who need help meeting their basic needs. Utilizing agile development methods and modular procurements, DHSS has the goal of implementing an eligibility system that not only meets state and federal standards, but is user friendly for clients, eligibility staff, and technical staff.

DPA has visualized the various areas of concern with respect to the overall vision into a Mission Model Canvas. The product strategy will pay attention to these areas of concern and their relationships in order to ensure that the right thing is being delivered to the right beneficiaries. It will evolve over time as needed.

This canvas can be viewed here: <https://app.mural.ly/t/gsa6/m/gsa6/1493395570501/view/3003071571>

DPA wants to move away from a "Big Bang" waterfall acquisitions process to a more modular approach, emphasizing user centered design, agile product development, and DevOps practices. The goal of this approach is to incrementally improve the current situation in a measurable and sustainable way, and eventually allow the continued migration of programs away from the previous E&E system and onto something more modern, flexible and maintainable.

This approach to ensuring continuing progress towards DPA roadmap goals is to organize product teams to work on the individual procurements and product increments. These teams work together with the selected vendor to complete work organized by regular sprints. These sprints include activities like a daily or regular standup, a retrospective held at the end of each sprint, a sprint review of work completed, sprint planning and backlog grooming sessions.

The first product increments are improvements to the worker experience in the Alaska Resource Integrated Eligibility System (ARIES) Modified Adjusted Gross Income (MAGI) Medicaid system. DPA is working with CMS on these efforts, and as such will require that the selected IV&V vendor complete all of the requirements outlined in the MEET process.

Health Care Services (HCS)

Note – HCS is awaiting CMS review and approval of Decision Support System, Provider Enrollment and other MMIS projects. Therefore, some of the IV&V projects listed below are not available for review at this time and may be added in at a future date.

Health Care Services has been heavily invested in the implementation of a new Medicaid Management Information System (MMIS) for the past several years. Alaska's MMIS has received certification. Since the design, development, and implementation of the MMIS, the federal standards and general landscape of the MMIS systems has changed. Alaska is looking for further modernization to the MMIS to allow for modularity and shared technology opportunities.

Health Care Services is currently coordinating an agreement with another Medicaid State agency to share their electronic provider enrollment portal. This CMS reviewed and approved enrollment portal will be required to interface with the current MMIS provider maintenance functional area to allow for appropriate claims processing outcomes. Additionally, HCS has met with several vendors across the United States to view and demo Decision Support Systems and Data Warehouses that can replace the current Data Warehouse attached to the MMIS and provide enhanced reporting capabilities and usability.

DHSS has issued a Request for Proposal (RFP) to solicit both a technical solution and professional services to develop a MITA State Self-Assessment. Alaska plans to initially complete the State Self-Assessment for the business processes impacted by the MMIS and ARIES; after this initial round Alaska will assess other systems within the Medicaid enterprise to update the State Self-Assessment for business processes impacted. Once the initial State Self-Assessment is completed, HCS will evaluate opportunities for further MMIS modernization and develop a roadmap for additional modules to be updated. IV&V services will be needed for the updates to the CMS reviewed and approved Provider Enrollment portal, the Decision Support System, and any additional modules to be identified.

Alaska DHSS Information Technology Standards

Included for the purpose of background information for this RFP, this document presents software, hardware and other Information Technology product standards for Alaska Department of Health and Social Services (DHSS). This document is a reference companion intended to clarify the current DHSS IT standards.

Offerors are expected to have reviewed this attachment in order to present their offer in compliance with DHSS current IT standards. The document is provided as a separate attachment to this RFP, as described in Section 8: Attachments.

Sec. 2.02 Contract Term and Work Schedule

The initial contract term will be for a two (2) year period, and may include three (3) optional renewal years at the State's discretion.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree:

- 1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and
- 2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

Sec. 2.03 Scope of Work

The contractor shall provide Independent Verification & Validation (IV&V) services for CMS and the State of Alaska in support of the Medicaid Eligibility and Enrollment Life Cycle (MEELC) and Medicaid Enterprise Certification Life Cycle (MECL) . This effort is in support of the Alaska DHSS Medicaid enterprise, which includes multiple divisions and systems.

The MEELC and MECL each includes four life cycle phases and three types of milestone reviews. The milestone reviews occur at different phases of system/module development. The types of milestone reviews are the Project Initiation Milestone Review, the Operational Milestone Review, and the Post Operational Review. The life cycle and its milestone reviews are explained in detail in the CMS Medicaid Eligibility and Enrollment Toolkit and the Medicaid Enterprise Certification Toolkit .

IV&V services will be part of the larger oversight of the day-to-day operations and management of the Alaska eligibility modernization project and MMIS project. The IV&V service provider shall have complete access to both Alaska MMIS and eligibility modernization documents, facilities, and staff during normal (Alaska) business hours, as required to carry out its oversight role. The IV&V contractor shall have access to all key staff on site at the Alaska MMIS and eligibility modernization project location(s) daily, as needed to observe meetings, review deliverables and documentation, and conduct interviews, etc., to ensure a high level of integrity and confidence in the IV&V service provider's oversight and monitoring.

The IV&V service provider will review the project and system processes and progress in areas including, but not limited to, the following:

Project management

1. Progress against budget and schedule
2. Risk management
3. Inclusion of state goals/objectives and all federal E&E and MMIS requirements in requests for proposal and contracts
4. Adherence to the state's software development life cycle (SDLC)
5. Incorporation of the standards and conditions for Medicaid IT into design and development
6. Reasonability, thoroughness, and quality of MITA self-assessment, concept of operations, information architecture, and data architecture
7. Reflection of the state's MITA goals and plans into actual MMIS and E&E design and development
8. Configuration management that is robust and includes state or developer configuration audits against configuration baseline
9. Change management
10. Adherence to service level agreements

Modular development

1. Completeness and reasonability of MMIS and E&E concept of operations, architecture, and designs
2. Accuracy of capture of interfaces & data sharing requirements with systems external to E&E and MMIS
3. Viability and completeness of the data transition plan
4. Traceability of requirements through user research, user stories, development, and testing
5. Adequacy of system security and privacy policies, plans, technical designs, and implementations
6. Coverage and integrity of all system testing, including stress testing and testing of interfaces between modules and with external partner systems
7. Capacity management, including consideration of future vendors' support and release plans for underlying databases, software, and hardware
8. Adequacy of disaster recovery planning

The IV&V contractor will evaluate and make recommendations about the state artifacts that are required for milestone reviews. A list of artifacts is included in the CMS Medicaid Eligibility and Enrollment Toolkit and Medicaid Enterprise Certification Toolkit.

Sec. 2.04 Service Implementation Plan

Alaska has two projects that will require IV&V services with the initiation of the contract resulting from this RFP, with the Division of Public Assistance (DPA) and Health Care Services (HCS). These are described below:

Division of Public Assistance (DPA) – Eligibility Modernization

The eligibility modernization project is broken up into milestones and product increments via a product roadmap. These product increments seek to add specific business value by new or increased functionality.

The overall objective of the eligibility modernization project is the development of a fully integrated eligibility and enrollment system.

IV&V Reviews should include multiple Project Initiation Milestone Reviews, one Operational Milestone Review per product roadmap milestone, and one Post Operational Review per product roadmap milestone, determined by Alaska's release plan. The exact number of milestone reviews may change however, based on ARIES product roadmap updates.

Health Care Services (HCS) – Medicaid Management Information System (MMIS)

Alaska will require IV&V for the replacement of their MMIS provider enrollment portal and decision support system to include a new data warehouse. The provider enrollment project seeks to allow a more robust enrollment for cleaner claims processing outcomes. The decision support system project seeks to enhance Alaska's reporting abilities and general user interface.

The contract selected will perform IV&V services and complex information technology performance evaluations and review MMIS components. The IV& V contractor shall participate with the State, and CMS and DHCS contractors throughout the course of the project in defining a realistic schedule for each component.

Sec. 2.05 Deliverables

In accordance with the Scope of Work above, the contractor will be responsible for the following deliverables.

#	Deliverable Title	Deliverable Description	DPA	HCS	Delivery Frequency
1	IV&V Management Plan	<p>Describes the methods the IV&V will interact with the product/project teams. Should define the evaluation and review processes, management procedures, projected staff needs, and communication methods.</p> <p>The management plan shall, at minimum, contain the following items:</p>	x	x	Due within 30 calendar days of contract execution, and updated as needed.

		<ul style="list-style-type: none"> a. A schedule describing the IV&V tasks activities, deliverables, and milestones and will show the schedule's critical path reflecting both IV&V contractor and state's delivery and response milestones. b. Methodology for conducting IV&V reviews. c. Reviewing and making recommendations on state management of the contractor's projects. d. An organizational chart reflecting the IV&V contractor's team, including the team's place within IV&V contractor's corporate structure, and providing the key names, addresses and other contact information to be used in dispute resolution and customer feedback e. Resumes of all key IV&V contractor personnel 			
2	IV&V MEET Checklists	Review and completion of the IV&V portion of the applicable MEET checklists	x		As needed based on milestone reviews.
3	IV&V MEET Checklists	Review and completion of the IV&V portion of the applicable MEET checklists to ensure CMS certification and approval.		x	As needed based on milestone reviews.
4	Past DSS/provider enrollment project review	Review, analyze and deliver a documented analysis of previous project efforts (schedule/budget, work flow and reporting) to make recommendations for improvement.		x	As needed based on milestone reviews
5	Governance review	Assessing Eligibility and Enrollment, Provider Enrollment and DSS contractor governance structures and reporting methodologies by reviewing governance agreements, reporting and decision making structures; along with making recommendations regarding appropriate governance processes		x	As needed based on milestone review
6	Software related overview/ Operating Environment	<ul style="list-style-type: none"> a. Reviewing and analyzing software development documents b. Performing a detailed review of component deliverables for accuracy, feasibility completeness, and adhere to contractual and functional requirements c. Performing a detailed review of software architecture for feasibility, consistency and adherence to industry standards and expectations. 		x	Due within 30 calendar days of contract execution, and updated as needed.

		d. Evaluate new and existing system hardware and software configurations to determine if their performance is adequate to meet existing and proposed system requirements. Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient and satisfies all system and system interface requirements			
7	Documentation review	<p>a. Performing a detailed review of system documentation (Requirements, Design, Training and Management Plans, Capacity studies etc.) for accuracy and completeness.</p> <p>b. Reviewing and recommending a process for tracking of business and technical requirements to their source and review the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phase. This would include creating, maintaining and reporting on a requirement traceability matrix, Eligibility and Enrollment, Provider Enrollment and DSS contractor responses to those requirements and whether the contractors meet, exceed, or fail to meet the requirements.</p>		x	Documentation review will commence six months following the start of the previous IV&V review
8	Project security review	Performing a detailed project review to ensure adherence to industry and federal security standards		x	As needed based on milestone reviews
9	IV&V Status Report - MEET	Completion of the MEET template status report for delivery to CMS and DHSS	x		Quarterly
10	IV&V Status Report – MECT	Completion of the MECT template status report for delivery to CMS and DHSS		x	monthly
11	IV&V Activities Report	<p>Report to contain at a minimum:</p> <p>a. Summary of IV&V activities</p> <p>b. Budget update and spend summary</p> <p>c. Highlight on newly added risks or issues</p> <p>d. Summary of any new recommended actions</p> <p>e. This report is distinct from deliverables 9 & 10, and will not be delivered to CMS</p>	x	x	Monthly
12	IV&V Progress Updates/ Monthly	Participation in presentations to project governance and DHSS leadership, and preparation of a monthly status report containing at minimum:	x	x	Monthly

	operation reports	a. Any discrepancies found on reports submitted by the DDI contractor included but not limited to: Monthly status reports, staffing, performance metrics, monthly invoices and statistical reports			
13	MITA and Seven conditions and standards	Assuring current and future business and technological needs of HCS's MMIS's components comply with CMS's MITA standards, the Affordable Care Act and CMS's expanded Seven conditions and standards		x	Annually
14	Training	Review and make recommendations on training provided to system users. Verify that all necessary policy, process and standard documentation is easily available to users. Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.		x	Monthly
15	Travel	Onsite visits will be required for all milestone reviews, and other instances upon request. Travel must be arranged and paid for by the contractor as a part of this deliverable.	x	x	Anticipated to occur quarterly

Further Information Regarding Deliverables:

Deliverables 3 & 4: MEET & MECT Checklists

The IV&V service provider staff will interview and observe eligibility modernization and MMIS project management staff, and the MMIS and eligibility modernization project development contractor staff (including any subcontractors). Service provider staff also will observe project meetings and activities to understand the processes, procedures, and tools used in the both the E&E program and eligibility modernization project environments and the MMIS environment. They will review and analyze all applicable and available documentation for adherence to accepted, contractually defined industry standards.

In preparation for the milestone reviews, the IV&V provider shall evaluate documents and evidence, along with any working modules/code applicable to that particular review, and complete the reviewer comments portion of the Eligibility and Enrollment Checklists and the MMIS MECT checklists. The completed checklists are appended to the E&E and MMIS IV&V Progress Report. The progress report shall be delivered 3 weeks prior to the scheduled milestone review.

The IV&V service provider shall provide the progress reports to CMS at the same time they are presented to the State of Alaska. This reporting process, in accordance with federal regulations, includes final report issuance as well as all draft report submissions.

Deliverables 10 & 11: Progress Reports

At quarterly, the IV&V service provider produces E&E IV&V Progress Reports that objectively illustrate the strengths and weaknesses of the project and provide recommendations for correcting any identified weaknesses. E&E IV&V Progress Reports are prepared in advance of milestone reviews with CMS. The MMIS IV&V progress reports will be delivered to both CMS and DHSS monthly.

Section 3. Contract Information

Sec. 3.01 Contract Type

This contract will be a firm fixed price contract.

Sec. 3.02 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule, which will be indicated in the resultant contract.

Sec. 3.03 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Sec. 3.04 Location of Work

The successful contractor will be provided with a limited amount of office space (1-2 desk spaces, co-located with HCS and DPA staff. The contractor must provide any additional space that is needed. All equipment (laptops, printers, internet access, etc.) must be supplied by the contractor and must meet physical and information safeguards as defined by DHSS staff.

Contractor staff must be available to participate in project-related meetings as scheduled by DHSS staff. On site work must be performed during State business hours, Monday through Friday, 8:00am – 5:00pm, AST except for Federal and State holidays. HCS and DPA offices are both located in Anchorage, Alaska:

HCS

4501 Business Park Blvd, Bldg. L
Anchorage, AK 99503

DPA

3601 C Street, Suite 1250
Anchorage, Alaska 99503

Travel

Travel to Alaska will be required as part of this contract as indicated in the deliverables table (Section 2.05). Travel must be conducted in accordance with the Federal Travel Regulations. Travel may not to be charged as Other Direct Costs (ODC).

Performance of Work Within United States

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

Sec. 3.05 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Section 1.04: Minimum Qualifications.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Sec. 3.06 Joint Ventures

Joint ventures will not be allowed.

Sec. 3.07 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

Sec. 3.08 Contract Personnel

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

Sec. 3.09 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

Sec. 3.10 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

Sec. 3.11 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. See Appendix E of the Standard Agreement Template, in Section 7: Attachments, for the state's HIPAA Business Associate Agreement (BAA). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

Sec. 3.12 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B in the Standard Agreement Template (Section 8), for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B must be set out in the offeror's proposal.

Sec. 3.13 Termination For Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work. This clause does not restrict the state's termination rights under the contract provisions (Appendix A of the Standard Agreement Template), attached in Section 7.06.

Sec. 3.14 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 4. Proposal Format and Content

Sec. 4.01 Proposal Format and Content

In preparing a proposal response, all narrative portions should be straightforward, detailed, and precise. Do not simply restate or paraphrase information in this RFP. The Department of Health and Social Services will determine the responsiveness of a proposal by its quality, not its volume or packaging.

Proposals will be limited to a total of no more than 40 pages (with no smaller than 11 pt font), not including all attachments and appendices. The Cost Proposal will not be included in the page limit.

Sec. 4.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, email address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

Sec. 4.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

Sec. 4.04 Methodology Used For The Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

Sec. 4.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

Sec. 4.06 Experience and Qualifications

The offeror must describe how they fully meet the minimum qualification listed in Section 1.04. In addition, offerors are expected to provide more indepth descriptions of their experience with the following. In each project summary, include a letter of reference and a point of contact (name, phone number, and email address).

The offeror must thoroughly describe two examples of previous evaluation, auditing, or monitoring work products completed. The examples provided must reflect aspects of data security and security and control

frameworks. The projects must have been delivered by the offeror. In the project summary, be sure to identify how the proposed team for this project was involved.

The offeror must also describe their experience working with clients using multiple types of software development lifecycle approaches. These approaches must include cross-functional teams that use human-centered design, build with modern technology stacks, and use an iterative, agile approach to continuously deliver working software to their clients. In the project summary, be sure to identify how the offeror's proposed team was involved in the project.

Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each person who will work on the contract, including the Project Lead, please provide the following:

- title
- resume
- what work will this individual be responsible for
- what allocation of their time will be dedicated to this project.

The Project Lead must be clearly identified, and must meet the criteria for that role identified in Section 1.04: Minimum Qualifications. In the proposal, please thoroughly describe that individual's experience conducting IV&V work in health or major IT systems-related projects; or comparable.

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

Sec. 4.07 Interview

Responsive offerors will be invited to participate in a verbal interview to be evaluated. The verbal interview will consist of an unstructured question and answer session. The entire verbal interview will take place remotely via video chat and/or teleconference. The interview will follow this format:

No.	Agenda Item	Time Allocated
1	Introductions	Approximately 5 minutes
2	Open Session	60 minutes
3	Closing Remarks	5 minutes

Introductions will be used solely for introducing team member's names and roles on both the State and offeror's side. Time for introductions will not be allocated to business development purposes.

During the Open Session, the Offeror will respond to the State's questions related to the Offeror's proposal. Offerors will not be able to use or present slides, graphs, charts or any other written presentation materials, including handouts. Offerors must be prepared to answer questions about their proposal. The goal of these

open session is to assess the abilities and understanding of the proposed Key Personnel, and to further elaborate on the proposed approach described in the written proposal. The open session will not exceed 60 minutes. The Procurement Officer will strictly enforce this time limit on all presentations.

There will be no follow-up session for further questions after the presentation.

Sec. 4.08 Cost Proposal

Please complete the Cost Proposal template provided in Section 8: Attachments.

The completed cost proposal, including the proposed budget, along with any reference to pricing, is to be excluded from the body of the offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope if mailing proposal, or as a separate PDF if submitting via email. Failure to comply with this requirement may result in a proposal being rejected as non-responsive.

Sec. 4.09 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in Section 5: Evaluation Criteria and Contractor Selection.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Section 5. Evaluation Criteria and Contractor Selection

The total number of points used to score this proposal will be 1,000

Sec. 5.01 Understanding of the Project (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?
- 5) Has the offeror demonstrated their understanding of the MEET and MECT requirements from CMS?
- 6) How well has the offeror demonstrated an understanding of the DHSS Information Technology standards (included as an attachment to this RFP; Section 8), and how they are related to this work?

Sec. 5.02 Methodology Used for the Project (15%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) Has the offeror demonstrated their ability to adapt their methodology to multiple types of project management strategies.
- 5) Has the offeror identified areas where having multiple IV&V engagements across the Medicaid enterprise could be beneficial in uncovering risks or opportunities?
- 6) Has the offeror demonstrated the ability to support the CMS vision of a unified Medicaid enterprise, and how this IV&V effort will support and enhance the State's efforts?

Sec. 5.03 Management Plan for the Project (15%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

- 2) Is the organization of the project team clear, and does it illustrate the lines of accountability, authority, and communication?
- 3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 4) To what degree is the proposal practical and feasible?
- 5) To what extent has the offeror identified potential problems?
- 6) Has the offeror demonstrated an ability to manage the multiple ongoing simultaneous IV&V engagements defined within the scope of this RFP?

Sec. 5.04 Experience and Qualifications (15%)

Proposals will be evaluated against the questions set out below:

- 1) How successful is the general history of the firm regarding timely and successful completion of similar projects?
- 2) How extensive is the applicable education and experience of the Project Lead and other personnel designated to work on the project?
- 3) Has the firm provided and thoroughly described appropriate examples of previous IV&V work?
- 4) Has the firm provided and thoroughly described appropriate examples of previous work that demonstrates familiarity with multiple Software Development Life Cycle (SDLC) approaches
- 5) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- 6) Has the firm provided letters of reference and contact information from previous clients?

Sec. 5.05 Interview (20%)

Interviews will be evaluated against the criteria set out below:

- Further exploration an offeror's submitted proposal
- Exploration of the communication flow between State staff and the offeror's project team
- Proposed team members
- The offerors understanding of the project and their proposed methodology & management plan.

Sec. 5.06 Contract Cost (25%)

Overall, 25% of the total evaluation points will be assigned to cost. The point allocations for cost will be determined through the method set out in Section 6.11.

Section 6. General Process Information

Sec. 6.01 Alaska Business License and Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Website: <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>.

Acceptable evidence that the offeror possesses an Alaska business license may consist of any one of the following:

- copy of a valid Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Dept. of Revenue or Alaska Dept. of Fish and Game,
- liquor licenses issued by Alaska Dept. of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Dept. of Commerce, Community and Economic Development - Division of Insurance, or
- Mining licenses issued by Alaska Dept. of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

Sec. 6.02 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer, at the state's expense, will perform the site inspections.

Sec. 6.03 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or

eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

Sec. 6.04 Discussions with Offerors

The State may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

Sec. 6.05 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 5: Evaluation Criteria and Contractor Selection.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

Sec. 6.06 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held telephonically or via video conference.

Sec. 6.07 Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

Sec. 6.08 Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NOIA) and send copies to all offerors. The NOIA will set out the names of all offerors and identify the proposal selected for award.

Sec. 6.09 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

Sec. 6.10 Application of Preferences

Alaska Preferences are not available for this solicitation, per federal funding regulations, which do not allow local preferences.

Sec. 6.11 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})]$$

Sec. 6.12 Examples: Converting Cost to Points

Formula Used to Convert Cost to Points

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of proposal} = \mathbf{37.4}$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of proposal} = \mathbf{33.7}$$

Section 7. General Legal Information

Sec. 7.01 Standard Contract Provisions

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (including all associated appendices). This form is attached in Section 8: Exhibits, for your review. The contractor must comply with all contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in the Standard Agreement Form for Professional Services must be set out in the offeror's proposal.

Sec. 7.02 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Sec. 7.03 Additional Terms and Conditions

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Sec. 7.04 Human Trafficking

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>.

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

Sec. 7.05 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer. These may include informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

Sec. 7.06 State not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Sec. 7.07 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

Sec. 7.08 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

Sec. 7.09 Disputes

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Sec. 7.10 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Sec. 7.11 Supplemental Terms and Conditions

Proposals must comply with Section 7.05: Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Sec. 7.12 Federal Requirements

The US Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, included as Attachment 5, must be completed and submitted with your proposal.

The United States FNS (Food & Nutrition Service) has additional required federal provisions that must be met by offerors. These are provided in Section 8. Attachments.

The Offerer must also meet all known MEET and MECT requirements as listed throughout this RFP. These are referenced here: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html> and <https://www.medicaid.gov/medicaid/data-and-systems/meet/index.html>

Sec. 7.13 Conflict of Interest

Any contractor (and its subcontractors) serving in the role of independent verification and validation (IV&V) service contractor/provider to the state of Alaska Medicaid enterprise projects is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the Alaska eligibility modernization project for which these IV&V services are being procured.

This exclusion is executed in accordance with federal regulations at 45 CFR 95.626, which require that this IV&V effort "... be conducted by an entity that is independent from the State (unless the State receives an exception from the CMS/HHS)."

For purposes of clarity, the Center for Medicaid and CHIP Services (CMCS) defines “the State” in the above regulatory citation as being a state’s IT project, and the umbrella agency or department. The primary purpose of this exclusion is to ensure that the IV&V service provider avoids any real or perceived conflicts of interest. For federal purposes, the scope of IV&V includes planning, management, and other programmatic activities in conformance with the term’s usage in federal regulations at 45 CFR 95.626.

Independent V&V is the set of verification and validation activities performed by an agency not under the control of the organization developing the software. IV&V services must be provided and managed by an organization that is technically and managerially independent of the subject software development project. This independence takes two mandatory forms.

First, technical independence requires that the IV&V services provider organization, its personnel, and subcontractors are not and have not been involved in the software development or implementation effort or in the project’s initial planning and/or subsequent design. Technical independence helps ensure that IV&V review reports are free of personal or professional bias, posturing, or gold plating.

Second, managerial independence is required to make certain that the IV&V effort is provided by an organization that is departmentally and hierarchically separate from the software development and program management organizations. Managerial independence helps ensure that the IV&V service provider can deliver findings and recommendations to state and federal executive leadership and management without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the federal government).

Sec. 7.14 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

Sec. 7.15 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

Section 8. Attachments

Attachments Included within this document:

- 1) Cost Proposal
- 2) RFP Checklist
- 3) Proposal Evaluation Form
- 4) Federal Requirements
- 5) Certification Regarding Debarment
- 6) Standard Agreement Form - Appendices A - E

Attachments Included as separate documents:

DHSS Information Technology Standards

Sec. 8.01 Attachment 1 - Cost Proposal

Cost Proposal

The purpose of the cost proposal format below is to allow offerors to submit pricing in a consistent manner that the State can evaluate and score. The amount indicated below will be used to establish a billing/payment plan in the resultant contract.

Of the \$600,000 maximum budget for the initial (2 year) term of this project, DPA has allocated a maximum of \$275,000, and HCS has allocated a maximum of \$325,000 (see section 1.02: Budget). Anticipated delivery frequency is indicated in the chart below. Proposed costs should be extended to the full 2-year term of the initial contract. This is the amount that will be evaluated.

Costs proposed in each section below must include all anticipated expenses (overhead, supplies, etc). No additional costs may be billed to the contract without prior approval by the State, via Contract Amendment.

#	Deliverable Title	DPA	HCS	Proposed Cost per Instance	Estimated Delivery Frequency	Proposed Cost (for 2 year term)
1	IV&V Management Plan	x	x	\$	Annually, for each division (x4)	\$
2	IV&V MEET Checklists	x		\$	Semi-Annually (x4)	\$
3	IV&V MEET Checklists		x	\$	Annually (x2)	\$
4	Past DSS/provider enrollment project review		x	\$	Annually (x2)	\$
5	Governance review		x	\$	Annually (x2)	\$
6	Software related overview/ Operating Environment		x	\$	Annually (x2)	\$
7	Documentation review		x	\$	Annually (x2)	\$
8	Project security review		x	\$	Annually (x2)	\$
9	IV&V Status Report – MEET	x		\$	Quarterly (x8)	\$

10	IV&V Status Report – MECT		x	\$	Monthly (x24)	\$
11	IV&V Activities Report	x	x	\$	Monthly (x48)	\$
12	IV&V Progress Updates/ Monthly operation reports	x	x	\$	Monthly (x48)	\$
13	MITA and Seven conditions and standards		x	\$	Annually (x2)	\$
14	Training		x	\$	Monthly (x24)	\$
15	Travel (arranged by contractor, and must include all expenses involved)	x	x	\$	Quarterly (x16)	\$
Total Proposed Cost for 2 Year Term: (this is the amount that will be evaluated)						\$

Sec. 8.02 Attachment 2 - RFP Checklist

Important note to offerors: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in this solicitation.

Offerors must complete and return this form.

Completion of this form does not guarantee a declaration of responsiveness.

Offeror's Name: _____

1. Contact Information

Proposals must include complete contact information (legal name, dba, address, telephone, email, and website) of the firm submitting the proposal.

Proposals must also include the name and full contact information of the person the State should contact regarding the proposal.

Evidence is provided on page #_____.

2. Offeror's Certification

All proposals must be signed by an individual authorized to bind the offeror to the provisions of this solicitation. Certification must include a statement of compliance with all of the following:

- i. the laws of the State of Alaska;
- j. the applicable portion of the Federal Civil Rights Act of 1964;
- k. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- l. all terms and conditions set out in this solicitation;
- m. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- n. that the offers will remain open and valid for at least 90 days; and
- o. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with a - h of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

Evidence is provided on page #_____.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Each proposal must include a signed debarment certification form, included in Section 8: Attachments.

Evidence is provided on page #_____.

4. Minimum Qualifications

The offeror, and any subcontractors, must provide verifiable proof of meeting the minimum prior experience requirements described in Section 1.04. Dates/timelines must be included.

Evidence is provided on page #_____.

5. Vendor Tax ID

A valid Vendor Tax ID must be submitted with the proposal or within five days of the State's request.

Evidence is provided on page #_____.

6. Alaska Business License

The offeror, and any subcontractors, hold a valid Alaska business license, or will obtain one. (Proof of business license is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #_____.

7. Cost Proposal Submitted Separately

The cost proposal must be submitted separately from the narrative proposal, either as a separate PDF if submitted via email, or in a separate, sealed envelope if submitted via mail/in person.

No portion of the cost proposal may be included within the body of the narrative proposal.

The Cost Proposal must be completed and submitted at the same time as the proposal, and both must be received by the State prior to the submission deadline.

Did the offeror submit the cost proposal separately? yes / no

Sec. 8.03 Attachment 3 - Proposal Evaluation Form

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

The total number of points used to score each proposal is 1,000.

Person or Firm Name: _____

Initials of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Number: _____ 0619-114

Evaluation Criteria and Scoring

The total number of points used to score this proposal is 1,000

5.01 Understanding of the Project – 10% (100 points)

1) How well has the offeror demonstrated an understanding of the purpose and scope of the project?

Evaluator's Notes: _____

2) How well has the offeror identified pertinent issues and potential problems related to the project?

Evaluator's Notes: _____

3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

Evaluator's Notes: _____

- 4) Has the offeror demonstrated an understanding of the state's time schedule and can they meet it?

Evaluator's Notes: _____

- 5) Has the offeror demonstrated an understanding of the MEET and MECT requirements from CMS?

Evaluator's Notes: _____

- 6) How well has the offeror demonstrated an understanding of the DHSS Information Technology standards (included as an attachment to this RFP; Section 8), and how they are related to this work?

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 15% (150 points)

- 1) How comprehensive is the methodology and does it depict a logical and achievable approach to fulfilling the requirements of the RFP?

Evaluator's Notes: _____

- 2) How well does the methodology match and achieve the objectives set out in the RFP?

Evaluator's Notes: _____

- 3) Does the methodology interface with the time schedule in the RFP?

Evaluator's Notes: _____

- 4) Has the offeror demonstrated their ability to adapt their methodology to multiple types of project management strategies?

Evaluator's Notes: _____

- 5) Has the offeror identified areas where having multiple IV&V engagements across the Medicaid enterprise could be beneficial in uncovering risks or opportunities?

Evaluator's Notes: _____

- 6) Has the offeror demonstrated the ability to support the CMS vision of a unified Medicaid enterprise, and how this IV&V effort will support and enhance the State's efforts?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 15% (150 points)

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

Evaluator's Notes: _____

- 2) Is the organization of the project team clear, and does it illustrate the lines of authority and communication?

Evaluator's Notes: _____

3) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

Evaluator's Notes: _____

4) To what degree is the proposal practical and feasible?

Evaluator's Notes: _____

5) To what extent has the offeror identified potential problems?

Evaluator's Notes: _____

6) Has the offeror demonstrated an ability to manage the multiple ongoing simultaneous IV&V engagements defined within the scope of this RFP?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.04 Experience and Qualifications – 15% (150 points)

- How successful is the general history of the firm regarding timely and successful completion of projects?

Evaluator's Notes: _____

- How extensive is the applicable education and experience of the project lead and other personnel designated to work on the project?

Evaluator's Notes: _____

- Has the firm provided and thoroughly described appropriate examples of previous IV&V work?

Evaluator's Notes: _____

- Has the firm provided and thoroughly described appropriate examples of previous work that demonstrates familiarity with multiple Software Development Life Cycle (SDLC) approaches?

Evaluator's Notes: _____

- If subcontractors will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

Evaluator's Notes: _____

- Has the firm provided letters of reference and contact information from previous clients?

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

5.05 Interview – 20% (200 points)

Interviews will be evaluated against the criteria set out below:

- Further exploration an offeror's submitted proposal
- Exploration of the communication flow between State staff and the offeror's project team
- Proposed team members
- The offerors understanding of the project and their proposed methodology & management plan.

Evaluator's Notes: _____

Evaluator's Point Total for 5.05: _____

Evaluator's Combined Point Total for Sections 5.01 - 5.05: _____

The total points possible for the combined sections 5.01 – 5.05 are 750.
The remaining 250 points are allocated to cost.

Sec. 8.04 Attachment 4 – Federal Requirements

The awarded contractor must comply with the following FNS Required Federal Provisions:

1. Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
3. The Clean Water Act:
 - a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
 - (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
- 4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
 - g. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - h. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - i. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- 5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - j. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - k. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - l. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - m. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Arkansas Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - n. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 - o. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 - p. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Sec. 8.05 Attachment 4 - Certification Regarding Debarment

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed by the contractor that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions must be signed along with the contract documents.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing this certification, read the instructions on the following page,
which are an integral part of the certification.**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has 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," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Procurement or 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 suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Sec. 8.06 Attachment 5 - Standard Agreement Form (with Appendices)

1. Agency Contract Number	2. Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Health and Social Services	Division	hereafter the State, and	
9. Contractor			
hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
10.			
ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract 2.2 Appendix B (Indemnity and Insurance) sets forth the liability and insurance provisions of this contract 2.3 Appendix C (Description of Services) sets forth the services to be performed by the Contractor 2.4 Appendix D (Payment for Services) sets forth the provision for payment 2.5 Appendix E (Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement) governs the use of Protected Health Information under this contract ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends on _____ ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$0,000.00</u> in accordance with the provisions of Appendix D.			
11. Department of Health and Social Services		Attention: Contracts Support Team	
Mailing Address P.O. Box 110650, Juneau, Alaska 99811-0650		Attention: Contracts Section	
12. CONTRACTOR		14. CERTIFICATION	
Name of Firm		I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services /		Date	
Signature of Project Director	Date	Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

Appendix A General Provisions

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Appendix B² Indemnity and Insurance

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor will provide a letter stating that they work independently; therefore have no need to carry Workers Compensation coverage.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement.
Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$ 300,000 per Claim / Annual Aggregate
\$ 100,000 - \$499,999	\$ 500,000 per Claim / Annual Aggregate
\$ 500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$ 1,000,000 or over	Refer to Risk Management

Appendix C

Description of Services

Should there be a conflict among documents. The following order of precedence shall govern the resolution of conflicts:

First, this contract document,
Second, the RFP,
Third, the proposal.

Appendix D

Payment for Services

Payment for services provided under this contract shall not exceed **\$0,000.00** for the period of performance of this contract.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C.
The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number;
- reference the contract number;
- include an invoice number;
- itemize the contractual services provided during the period invoiced as described in Appendix C.

The Contractor shall submit invoices to the email address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract number in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix E
State of Alaska, Department of Health & Social Services
Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Business Associate Agreement

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health and Social Services (“Covered Entity” or “CE”) and **Insert Vendor Name here** (“Business Associate” or “BA”).

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information (“PHI”);
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the “Privacy and Security Rule”), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the “HITECH Act”), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement (“BAA”) is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;
- D. CE may operate a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 U.S.C. 290dd-2 and 42 C.F.R. Part 2 (collectively “Part 2”); and
- E. BA may be a Qualified Service Organization (“QSO”) under Part 2 and therefore must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

- 1. Definitions.
 - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
 - b. Specific:
 - 1) Business Associate: “Business Associate” or “BA” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103.
 - 2) Covered Entity: “Covered Entity” or “CE” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: “Privacy and Security Rule” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 2. Permitted Uses and Disclosures by Business Associate.
 - a. BA may only use or disclose PHI for the following purposes:
 - b. BA may use or disclose PHI as required by law.

- c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
 - d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
 - e. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
 - f. BA may provide data aggregation services related to the health care operations of CE.
3. Obligations of Business Associate.

- a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

- b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall not use personally owned devices to create, receive, maintain or transmit PHI. Devices the BA uses to create, receive, maintain or transmit CE's electronic PHI shall be owned and managed by BA or CE.

BA shall patch its operating system and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was

encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to. BA shall provide CE, upon request, with a written report detailing the results of the risk assessment within 5 days.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
 - n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty or fine imposed on CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
4. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
5. Termination.
- a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.
 - b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
 - c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.
6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
7. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.

8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.
12. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to HSS-Security@alaska.gov in addition to the CE.

In witness thereof, the parties hereto have duly executed this BAA as of the effective date.