

STATE OF ALASKA REQUEST FOR PROPOSALS



1115 EVALUATION DESIGN – INDEPENDENT EVALUATOR RFP 200000579

ISSUED DATE: 2/4/20

THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, DIVISION OF BEHAVIORAL HEALTH,
IS SOLICITING PROPOSALS FOR A CONTRACTOR TO CONDUCT AN INDEPENDENT EVALUATION TO MEASURE
AND MONITOR THE OUTCOMES OF THE 1115 BEHAVIORAL HEALTH DEMONSTRATION PROJECT.

ISSUED BY:

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH

PRIMARY CONTACT:

ANNALISA HAYNIE
PROCUREMENT OFFICER
ANNALISA.HAYNIE@ALASKA.GOV

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health and Social Services, Division of Behavioral Health (DBH), is soliciting proposals for a contractor to conduct an independent evaluation to measure and monitor the outcomes of the Section 1115 Behavioral Health Demonstration project.

SEC. 1.02 BUDGET

Department of Health and Social Services, Division of Behavioral Health, estimates a budget of \$1,351,250.00 dollars for completion of this project over a five year term. Proposals priced at a total of more than \$1,351,250.00 will be considered non-responsive.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 4:00PM prevailing Alaska Time on Tuesday, February 28, 2020.

Late proposals or proposal amendments received after the deadline will not be accepted for evaluation.

SEC. 1.04 MINIMUM QUALIFICATIONS

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

1. Three (3) years of experience, within the last five (5), working with State governments or CMS to design and implement an independent waiver evaluation. This experience must include stakeholder collaboration towards independent evaluation.
2. Three (3) years of experience, within the last five (5), designing and conducting evaluations with quasi-experimental designs, mixed method approaches, and statistical analyses both descriptive and inferential that include secondary and primary data collection (both qualitative and quantitative)

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will not advance to the evaluation stage.

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

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Questions must be received no later than 12:00PM AKST on Thursday, February 13, 2020.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

Procurement Officer: Annalisa Haynie
annalisa.haynie@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 Specialist's name, the Offeror's name, the number of attachments, and the names of the attachments being submitted. The technical proposal and cost proposal must be saved PDF documents and be separate, clearly labeled attachments, 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 Specialist has received the proposal in full, prior to the deadline. The Procurement Specialist will respond to the email to confirm receipt. If you do not receive a confirmation, it is your responsibility to contact the Procurement Specialist 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 submitting a proposal by mail, Offerors must submit one hard copy of their proposal, to the Procurement Specialist, in a sealed package.

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

Department of Health and Social Services
Division of Finance and Management Services
Attention: Annalisa Haynie, Procurement Specialist
RFP Number: 200000579
RFP Title: 1115 Evaluation Design – Independent Evaluator

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.

**(e) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

Each proposal must include a signed certification form, see Section 8: 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 provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

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 Tuesday, February 4, 2020
- Deadline for receipt of questions on Thursday, February 13, 2020

- Deadline for receipt of proposals on Tuesday, February 28, 2020
- Proposal Evaluation Committee complete evaluation by Friday, March, 6, 2020
- State of Alaska issues Notice of Intent to Award a Contract by Friday, March 13, 2020
- State of Alaska issues contract award by Thursday, April 2, 2020

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 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. 1.14 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

(a) DEMONSTRATION OVERVIEW:

The Department submitted a Section 1115 Demonstration Waiver ([1115 DBH Demonstration Application](#)) to CMS in January of 2018 to support the continuing reform of its Medicaid program and of Alaska’s behavioral health and substance use disorder (SUD) delivery system as a whole.

The goal of the Alaska Medicaid Section 1115 Behavioral Health Demonstration is to create a data-driven, integrated behavioral health system of care for Alaskans with serious mental illness, severe emotional disturbance, and/or substance use disorders. Because behavioral health challenges often stem from childhood trauma and other adverse experiences and have downstream effects on entire families that translate to higher costs associated with subsequent acute care and chronic health needs, this waiver also aims to establish networks of support for individuals and family members. The state will achieve these goals by creating a more robust continuum of behavioral health care services with emphasis on early interventions, community-based outpatient services, inpatient residential treatment when appropriate, and enhanced peer recovery supports.

The waiver focuses on establishing an enhanced set of benefits for three target populations of Medicaid recipients:

1. Children, Adolescents and their Parents or Caretakers with, or at risk of, Mental Health and Substance Use Disorders;
2. Transitional Age Youth and Adults with Acute Mental Health Needs
3. Adolescents and Adults with Substance Use Disorders

Under the demonstration, Alaska will implement a series of proposed strategies and evidence-based interventions aimed at more effectively addressing the needs of each of the target populations. The benefits for all target populations are designed to decrease use of acute, costly services by conducting universal screenings; intervening early, when symptoms are first identified; utilizing sub-acute, community-based step-up/step-down clinical services as alternatives to residential and inpatient services; and developing community-based supports to maintain recovery, health and wellness. New Medicaid-covered services under the waiver will establish a robust continuum of care designed to anticipate and address the range of behavioral health needs of the target populations.

In March of 2019, CMS approved the SUD component of the waiver, allowing this portion of the demonstration to operate from July 1, 2019 through June 30, 2023. The approval occurred because Alaska does not have a separate behavioral health/mental health implementation plan, rather there is one approved SUD Implementation Plan. This agreement with CMS was decided upon in part due to the timing of the approval of Alaska’s SUD Waiver first, prior to CMS approval of the behavioral health/mental health components in the Special Terms and Conditions, dated September 3, 2019 (separate file attached to this online public notice called: **“Special Terms Conditions.pdf”**).

SB74 contains a series of measures aimed at reforming the behavioral health system. Further information can be found on Alaska’s website here: ([Medicaid Redesign Initiatives](#)).

(b) CMS SUD-SPECIFIC GOALS AND MILESTONES:

Alaska will use this waiver to achieve the following CMS goals per the guidance provided in the [CMS letter dated 11/1/17](#).

1. Increased rates of identification, initiation, and engagement in treatment (AK 1115 Waiver Cross-Cutting Goal #1 and SUD Implementation Plan Milestone #3);
2. Increased adherence to and retention in treatment (AK 1115 Waiver Evaluation Hypotheses #5);
3. Reduced overdose deaths, particularly those due to opioids (AK 1115 Waiver Evaluation Hypothesis #4);
4. Reduced utilization of emergency departments and inpatient hospital settings for treatment where the utilization is preventable or medically inappropriate through improved access to other more appropriate and focused SUD use/misuse/abuse-related services (AK 1115 Waiver Cross-Cutting Goal #1 and Evaluation Hypothesis #1);
5. Fewer readmissions to the same or higher level of care where the readmission is preventable or medically inappropriate (AK 1115 Waiver SUD Implementation Plan Goal #3 and Evaluation Hypothesis #1); and
6. Improved access to care for physical health conditions among beneficiaries (AK 1115 Waiver Evaluation Hypothesis #2).

(c) ALASKA'S 1115 WAIVER CROSS-CUTTING GOALS:

The Alaska Behavioral Health 1115 Demonstration seeks to provide Alaskans with a comprehensive suite of cost-effective, high quality behavioral health and SUD services designed to ensure access to the right services at the right time in the right setting.

The goals and objectives of Alaska's application are:

Goal 1: Rebalance the current behavioral health system of care to reduce Alaska's over-reliance on acute, institutional care and shift to more community- or regional-based care.

Objectives

- Decrease use of inpatient hospital and emergency department care episodes.
- Decrease use of residential out-of-home placements.
- Increase regionally-based capacity for a continuum of intensive outpatient, day treatment, intensive case management, community and recovery support, home-based family, assertive community treatment, and ambulatory withdrawal management services.
- Develop community-based, culturally appropriate behavioral health workforce capacity (i.e., implement additional Medicaid-reimbursed behavioral health provider types) to address existing workforce deficits.

Goal 2: Intervene as early as possible in the lives of Alaskans to address behavioral health symptoms before symptoms cascade into functional impairments.

Objectives

1. Provide universal screening to identify symptoms.
2. Provide brief, solution-focused interventions to prevent acute care.
3. Provide care as close as possible to the homes or regional-hub communities of Alaskans.

Goal 3: Improve the overall behavioral health system accountability by reforming the existing system of care.

Objectives

1. Contract with an Administrative Services Organization (ASO) to manage Alaska’s existing system of behavioral health care.
2. Improve the consistency of screening, assessment, and service/placement decisions through use of evidence-based and evidence-informed tools.
3. Standardize and streamline documentation requirements to reduce duplication of effort and facilitate coordination of care across all providers.
4. Support provider development of infrastructures necessary to coordinate care, report and achieve performance/quality measures, report per capita BH costs, and improve participant outcomes.

(d) HYPOTHESES

The State has identified the following hypotheses about the outcomes of the demonstration.

1. Hypothesis 1: The Alaska Section 1115 Behavioral Health Demonstration will result in increased access to sub-acute, community- or regionally-based outpatient treatment services.
2. Hypothesis 2: Alaskans will achieve improved physical and behavioral health outcomes as a result of the Section 1115 Behavioral Health Demonstration.
3. Hypothesis 3: The Section 1115 Behavioral Health Demonstration will result in increased access to home-based family treatment and wrap-around services for children and families.
4. Hypothesis 4: The Section 1115 Behavioral Health Demonstration will result in increased access to Medication Assisted Treatment (MAT) and MAT care coordination services for substance use disorders.
5. Hypothesis 5: The Section 1115 Behavioral Health Demonstration will result in increased access to appropriate behavioral health care and reduce Alaska’s average behavioral health Medicaid per capita costs.

(e) DOMAINS

Alaska will address three major domains to accomplish these goals:

1. Universally screen all Medicaid recipients, regardless of setting, using industry-recognized, evidence-based behavioral health and SUD screening instruments to identify symptoms and intervene as early as possible before use becomes dependence.
2. Implement American Society of Addiction Medicine (ASAM) Criteria (3rd Edition) to match individuals with SUD with the services and tools necessary for recovery.
3. Increase behavioral health and SUD treatment options to youth and adult Medicaid recipients, particularly non-residential, step-up and step-down treatment options.

(f) IMPLEMENTATION PLAN

Alaska’s plan is to phase implementation of the waiver across the State during the first two years, with approximately one-half of the State’s population being covered during Demonstration Year 1 and the other half of the State’s population covered in Demonstration Year 2. The state plans to pilot services under the waiver in order to test, rigorously evaluate, and monitor the provision of the services under the demonstration, and use evaluation results from the demonstration to make strategic decisions prior to providing these services statewide and through the state plan authority. Detailed information about the State’s SUD Implementation Plan in [CMS letter dated 3/21/19](#).

Given the geographical size and remote nature of Alaska, the State will be divided up into regional hubs that will serve as geographical centers for the provision of services. Alaska DHSS is proposing the following regions based on population size (organized so that each region has a population of at least 20,000), Tribal hubs/hospitals, and transport and referral patterns across the State for all providers and hospitals, along with the primary population hub(s) for each region:

- Region 1 - Anchorage Municipality (Anchorage)
- Region 2 - Fairbanks North Star Borough (Fairbanks)
- Region 3 - Northern and Interior Region (Fairbanks and Utqiagvik)
- Region 4 - Kenai Peninsula Borough (Soldotna and Homer)
- Region 5 - MatSu Borough (Wasilla)
- Region 6 - Western Region (Kotzebue, Nome, and Bethel)
- Region 7 - Northern Southeast Region (Juneau and Sitka)
- Region 8 - Southern Southeast Region (Ketchikan)
- Region 9 - Gulf Coast/Aleutian Region (Anchorage, Dillingham, and Kodiak)

Medicaid recipients will be notified of the new behavioral health and SUD benefits through a public education process and will receive specific information as part of the enrollment/renewal process.

While Alaska remains a fee-for-service delivery system, The State of Alaska Division of Behavioral Health is working in conjunction with its Administrative Services Organization (ASO), Optum, Inc. to ensure the 1115 Design is implemented as intended, and as per the Special Terms and Conditions (separate file attached to this online public notice called: “**Special Terms Conditions.pdf**”).

The IE may work with Optum to ensure that the necessary data are collected to sufficiently conduct the research to evaluate the approved hypotheses. Optum will administer the State’s Medicaid behavioral health and SUD benefits. Details of Optum’s contract and the full extent of their data agreements are in the final stages. The RFP solicitation which Optum successfully responded to can be found at the link shown here: [\(RFP 190000012\)](#).

Optum and/or Health Care Services (HCS) may provide claims data and other data as required to the Independent Evaluator towards achievement of the deliverables of the evaluation design.

DEFINITIONS:

As used throughout this RFP, the following terms or acronyms are defined for the purposes of this RFP below:

Administrative Service Organization (ASO): Works regionally to align resources and activities, to improve the delivery of whole-person health and wellness.

Division of Behavioral Health (DBH): Services that are necessary to diagnose, correct or diminish the adverse effects of a psychiatric or substance use disorder.

Bidder: Individual or company interested in the RFP that submits a proposal in order to attain a contract with the DHSS Grants and Contracts.

Department means the Alaska Department of Health and Social Services (DHSS).

Division means the Division of Behavioral Health (DBH) within the Alaska DHSS.

Centers for Medicare and Medicaid Services (CMS): means the agency with the United States Department of Health & Human Services that provides administration and funding for Medicare under Title XVIII, Medicaid under Title XIX, and the Children’s Health Insurance Program under Title XXI of the Social Security Act.

Fee-For-Service: A health care payment model that pays health care providers for each individual service delivered to a patient

Proposal: A formal offer submitted in response to this solicitation.

Provider: A person or entity under an agreement with the Department to provide services to members.

Research and Analysis (RA): means a section of the Alaska State Department of Social and Health Services, Division of Behavioral Health, Research Unit. RA will assist in the data coordination for the IE.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen.

SEC. 2.02 CONTRACT TERM AND WORK SCHEDULE

The term of this contract will be from the date of contract execution through December 31, 2023. However, the Final Summative Report and the Final Close Out Report will occur in FY 2024 and FY 2025 respectively (see Deliverables Section). The full term of the contract, if all renewals are executed, will run from date of contract execution through June 30, 2026.

SEC. 2.03 SCOPE OF WORK

The Department of Health and Social Services, Division of Behavioral Health (DBH), is soliciting proposals from qualified offerors to provide independent contractor services in order to evaluate the design for Alaska's Section 1115 Behavioral Health Waiver demonstration project. The successful contractor will be expected to collect and analyze data from a variety of sources including the state's contracted Administrative Services Organization (ASO). The offeror should expect to work in partnership with the Department throughout the project in order to define and execute an evaluation plan, and to provide feedback from the monitoring reports that the ASO will be submitting, in order that mid-course corrections can be made if necessary.

The offeror must comply with the CMS SUD-Specific Goals and Milestones, Hypotheses, Alaska's 1115 Waiver Cross-Cutting Goals, described in Section 2.01 (b), above.

The evaluation will focus on five key areas, which are consistent with overarching Medicaid reform goals identified in the stakeholder engagement process:

1. access
2. service utilization, with steerage to less acute care when appropriate
3. quality
4. costs
5. integration of care

The evaluators will assess the impact of providing an enhanced continuum of local and regional behavioral health services under the proposed waiver, with particular focus on the waiver's impacts over time on the utilization of residential treatment beds, emergency department visits, inpatient hospital stays and hospital readmissions rates. A mid-point evaluation will be completed, along with a final evaluation to be completed at the end of the waiver period. The "independent evaluator", per page 45 of the STCs must 'conduct the demonstration evaluation in an independent manner in accord with the CMS approved draft Evaluation Design'.

As part of the application, the State submitted a demonstration hypothesis and evaluation plan to measure and monitor the outcomes of the Section 1115 Behavioral Health Demonstration project (see Section 5 of the application.)

The Department described the hypotheses that would be tested and evaluated during the project's approval period. Upon approval of the CMS waiver, the Department must develop a proposed evaluation design for the project and submit it to CMS for approval. This successful contractor of this solicitation, will conduct the required independent evaluation.

SEC. 2.04 PERFORMANCE EXPECTATIONS

The State has the following Performance Expectations that the successful contractor must achieve:

Performance Standards

The independent evaluator will primarily provide an assessment of the following performance standards:

1. Overall Medicaid system performance (related to access, quality, and efficiency of care)
2. Progress toward meeting Medicaid Value-Based Payment and budget neutrality target
3. The impact of the demonstration on provider adoption and use of appropriate health information technology; and the impact of demonstration initiatives and projects at the state and the nine regions.
4. The "independent evaluator" must 'conduct the demonstration evaluation in an independent manner in accord with the CMS approved draft Evaluation Design"

Staffing Requirements

The successful contractor must employ and maintain sufficient and qualified staff which can meet the criteria listed below:

1. Experience working with federal programs, especially with 1115 Demonstration Waivers and with Medicaid, and with MMIS data.
2. Experience and knowledge of Behavioral Health.
3. Experience in Program Evaluation of complex, multifaceted programs.
4. Experience with CMS federal standards and policies for program evaluation.
5. Familiarity with national data sources, especially those that may be utilized in this Waiver Project, such as National Survey on Drug Use and Health (NSDUH), Behavioral Risk Factor Surveillance System (BRFSS), Youth Risk Behavior Surveillance System (YRBSS), Core Set and Health Effectiveness Data and Information Set (HEDIS) measures.
6. Skills and Experience in Quantitative Data Analysis, including analytic ability regarding statistical methods, including descriptive and inferential statistics, including frequencies, chi-squares, t-Tests, regressions, the Analysis of Variance (ANOVAs), and related techniques.
7. Skills and Experience in Qualitative Data Analysis, including ability regarding creating, conducting and analyzing interview data, provider and beneficiary surveys, focus groups, and field observations, as well as thematic narrative analysis of archival or historical documents.
8. Experience with longitudinal and pre-post designs, and in selecting and analyzing appropriate comparison data (such as non-waiver, and national and other state data).
9. Experience with quasi-experimental and mixed methods designs, and with both primary and secondary data collection and analysis.
10. Experience with appropriate sample selection techniques and design of data collection instruments.

At minimum, the State will require the following:

1. A project lead responsible for monitoring according to work plans, timelines, and budget
2. A single primary point of contact for the State
3. A designated evaluation lead with, at minimum, a Master’s Degree in Statistics, Social Science, or Public Health

The Contractor shall make available to the State reasonable access to its staff, including liaisons who shall be available to attend scheduled meetings with the State and periodic meetings with participant/advocacy groups, or providers.

The Contractor shall make available its CEO or representative approved by the State for attendance at, and testimony before, CMS proceedings (can be telephonic).

The Contractor shall make available Management Staff with decision-making authority to attend meetings with State staff, within 24 hours of notice.

Detailed Project Design

This section provides additional detail about the major evaluation activities expected to be undertaken across all 1115 initiatives by the IE and state agency evaluation support teams. Detailed design elements related to qualitative and quantitative evaluation will be determined collaboratively with state agency teams and the IE, and after the approval of detailed project design.

Qualitative Data Collection and Analysis

DBH and IE will utilize a range of qualitative data and methods, including interviews, focus groups, and document review. Alaska plans interviews with three groups of stakeholders: 1) Medicaid beneficiaries, 2) DBH sub recipient providers, and 3) State of Alaska DHSS and DBH administrators, managers, and employees involved with 1115 Waiver implementation. The 1115 Evaluation Design (attached as separate file to this online public notice as: **1115_Evaluation_Design_.pdf**) provides additional information on the State’s intended process for sample selection and stratification, sample size, timeframe, qualitative analysis approach, and sample interview questions/topics. Refinements to the survey methodology, including collection procedures, timing of collection, and analysis will be made as necessary through discussions between the IE and the State of Alaska DBH.

Survey Design, Administration and Analysis

The Independent Evaluator for the State of Alaska Division of Behavioral Health will design and administer a beneficiary survey (3 groups of stakeholders) and a provider survey (includes Administrators and Alaska Tribes). The ED provides complete survey requirements.

Quantitative Data Collection and Analysis

The Independent Evaluator for the State of Alaska Division of Behavioral Health will utilize a range of quantitative data sources and methods to implement its pre-post evaluation design. The design table in the draft ED identifies several of the State’s proposed evaluation metrics. Though Bidders are not limited to the use of these measures in their proposed evaluation plans, these measures and reporting systems should be used as applicable for the purposes of the 1115 evaluation in assessing outcomes. Secondary quantitative data sources may include:

- Medicaid claims (e.g., Medicaid Management Information System)
- Medicaid enrollment data
- Other data and reporting systems maintained by DBH’s Research and Services Section and the Alaska Department of Health and Social Services
- Clinical data from AKAIMS (Alaska Automated Information Management System)
- State Psychiatric Hospital data
- HEDIS-style data
- National surveys (e.g., Behavioral Risk Factor Surveillance System, Youth Risk Behavior Surveillance System, National Survey on Drug Use and Health, National Survey of Substance Abuse Treatment Services, Behavioral Health Integration Capacity Assessment)

Data sources are described in the ED in the separately attached document named **1115_Evaluation_Deisgn_.pdf**.

The IE should provide the Department with specifications, including timeframes, for access and use of data. A proposal for collection and analysis of baseline data is expected. If data gaps are identified, IE should provide a plan to address them.

Methods, including descriptive statistics and statistical significance testing will be utilized to determine whether differences between pre and post (and interim intervals as appropriate) are statistically significant (i.e., were unlikely to have occurred by random chance).

Communications and Meetings

1. DBH plans to use the evaluation to inform and support implementation of new services and revamp old ones, to develop internal reporting capability, and to share lessons learned across the nine regions. To ensure that the evaluation work can be fully leveraged by the Alaska DHSS, the IE will be expected to consult extensively with DHSS and Research Analysis staff to ensure agreement on scope, approach, and interpretation of the Alaska Medicaid setting. Careful consultation will be essential to develop an evaluation that is responsive to the Alaska experience, while identifying generalizable results.
2. The IE will lead the evaluation and ultimately be responsible for the validity, reproducibility, and interpretation of the results. DBH staff can provide guidance on unique aspects of the State of Alaska’s Medicaid delivery system, data availability, analytical methods, and content subject matter expertise. While all aspects of the evaluation plan will be the lead responsibility of the IE, DBH may participate in and conduct its own analyses of impacts across the initiatives of the demonstration.
3. Should CMS request that Alaska participate in a discussion with CMS on the Evaluation Design, interim evaluation, and/or summative evaluation, the Contractor will draft and work with the State to create talking points, reports, and other relevant materials.
4. Should CMS or other federal agencies request that the State present evaluation-related findings, the Contractor will draft and work with the State to create talking points, reports, and all relevant materials.
5. Should the State present to stakeholders on any of the relevant evaluation-related deliverables, the Contractor will draft and work with the State to create talking points and other relevant materials including methods, including descriptive statistics and statistical significance testing as appropriate.
6. Participation in meetings weekly, or as often as requested, by DHSS either via phone, video conference or on site. The purpose of the meetings will be to maintain communication and discuss relevant issues.

Collaborations with DHSS and Research Systems Staff

DBH plans to use the evaluation to inform and support implementation of new services and revamp old ones, to develop internal reporting capability, and to share lessons learned across the nine regions. To ensure that the evaluation work can be fully leveraged by the Alaska DHSS, the IE will be expected to consult extensively with state agency research and systems staff to ensure agreement on scope, approach, and interpretation of the Alaska Medicaid setting. Careful consultation will be essential to develop an evaluation that is responsive to the Alaska experience, while identifying generalizable results.

The IE will lead the evaluation and ultimately be responsible for the validity, reproducibility, and interpretation of the results. DBH staff can provide guidance on unique aspects of the State of Alaska's Medicaid delivery system, data availability, analytical methods, and content subject matter expertise. While all aspects of the evaluation plan will be the lead responsibility of the IE, DBH may participate in and conduct its own analyses of impacts across the initiatives of the demonstration.

Measures and Available Data

The IE will have access to a set of measures drawn from data and reporting systems maintained by DBH's Research and Services Section and the Alaska Department of Health and Social Services (admin. data below). Though Bidders are not limited to the use of these measures in their proposed evaluation plans, these measures and reporting systems should be used as applicable for the purposes of the 1115 evaluation in assessing outcomes.

Administrative Data

The major sources of Administrative Data for the Waiver are Medicaid claim and encounter data, electronic health record (EHR) data from AKAIMS (Alaska Automated Information Management System), State Psychiatric Hospital data, and HEDIS-style data. All data sources are described in the attached file called "**1115_Evaluation_Design_.pdf**".

SEC. 2.05 DELIVERABLES

Based on the Scope of Work above, the contractor will conduct the following deliverables:

Deliverable 1-3: Evaluation Design

The Evaluation Design is completed by DBH; the ED is only included in the Deliverables because the IE will be able to review and make recommendations during the during the 60 day comment period.

Per the terms of the waiver, the State will submit a draft evaluation design with the implementation timeline no later than 180 days after the effective date of the special terms and conditions (separate file attached to this online public notice called: "**Special Terms Conditions.pdf**") for the mental health components of the waiver (the second component of the waiver to be approved). The evaluation design will be for both the mental health and SUD components of the waiver. The State submitted a draft evaluation design on 12/5/2019, the first deliverable will be a review, assessment, and comment on the State's evaluation design draft.

Deliverable 4: Conduct Mid-Point Assessment

The Contractor will draft an Interim Evaluation Report for the completed interim years of the demonstration and include information outlined in 42 CFR 431.412(c)(2)(vi). The State must conduct an independent mid-point assessment by November 15, 2020. A draft of the report must be submitted to the State no later than October 15, 2020. After submission of the draft, the Contractor will work with the State to edit and finalize the report.

The State will submit the report to CMS by November 15, 2020. All components can be found with Mid-Point Assessment in [CMS letter dated 11-21-18](#).

The Contractor must collaborate with key stakeholders, including but not limited to representatives of Optum, SUD treatment providers, beneficiaries, and other key partners in the design, planning and conducting of the mid-point assessment. The assessment must include an examination of progress toward meeting each milestone and timeframe approved in the waiver STCs (separate file attached to this online public notice called: “**Special Terms Conditions.pdf**”), and toward meeting the targets for performance measures as approved in the SUD Monitoring Protocol.

Deliverable 5-6: Interim Evaluation Report:

Per CMS requirements, the Contractor will draft an Interim Evaluation Report for the completed years of the demonstration. All components must be in compliance with [CMS letter dated 11-21-18](#). Specifically, page 33; and STC #44 (pp. 46-47 of the 129 page STCs from 9/3/2019) (separate file attached to this online public notice called: “**Special Terms Conditions.pdf**”), for a detailed explanation of dates.”

The Contractor must submit two documents:

1. Draft Interim Evaluation Report. The Contractor must submit the Draft Interim Evaluation Report 30 days prior before the deadline (the draft Interim Evaluation Report is due to CMS upon submission of the waiver’s renewal or one year prior to the end of the demonstration). The draft Interim Evaluation Report will be approved by the State before it is submitted to CMS.
2. Final Interim Evaluation Report. The Contractor will work with the State and CMS after receiving comments from CMS to update the draft Interim Evaluation Report. The Contractor will work with the State to ensure that the State submits a final Interim Evaluation Report within 60 days after receiving CMS comments.

Additional information about how the Contractor should design the evaluation report to be in compliance with CMS standards (relevant to Summative Evaluation Report and other deliverables), which are available in the [SUD Evaluation Design Technical Assistance dated 3-6-19](#) and [Guidance for 1115 Eligibility and Coverage Demonstrations](#).

Deliverable 7-8: Summative Evaluation Report:

The Contractor will draft the Summative Evaluation Report and work with the State to respond to CMS’ comments in a timely manner. The Contractor must comply with instructions in [CMS letter dated 11-21-18](#).

The Contractor must submit two documents:

1. Draft Summative Evaluation Report. The Contractor must submit the Draft Summative Evaluation Report 30 days prior before the deadline (the draft Summative Evaluation Report is due to CMS within 18 months of the end of the approval period). The draft Summative Evaluation Report will be approved by the State before it is submitted to CMS.
2. Final Summative Evaluation Report. The Contractor will work with the State and CMS after receiving comments from CMS to update the draft Summative Evaluation Report. The Contractor will work with the State to ensure that the State submits a final Summative Evaluation Report within 60 days after receiving CMS comments.

Deliverable 9-10: Close-Out Report

Within 120 days after the demonstration expires, the State will work with the Contractor to submit a Draft Close-Out Report to CMS for comments. The final close out report is due to CMS no later than 30 days after receiving CMS' comments.

Deliverables 11-14: Project Management and Progress Reporting:

As the implementation progresses, analysis and reports will move towards monitoring the quantitative and qualitative feedback to inform CMS on the evaluation of demonstration's impacts and outcomes. DBH will be interested in the effectiveness of our enhanced set of benefits for the three target populations of Medicaid recipients and if we are effectively addressing these needs. Deliverables 11-15 will capture these elements through analysis of data and surveys.

Other Relevant Materials Deemed Necessary:

- Should CMS request that Alaska participate in a discussion with CMS on the Evaluation Design, interim evaluation, and/or summative evaluation, the Contractor will draft and work with the State to create talking points, reports, and other relevant materials.
- Should the State present to stakeholders on any of the relevant evaluation-related deliverables, the Contractor will draft and work with the State to create talking points and other relevant materials.

Evaluation Deliverables and Timeline

The independent evaluator will provide analyses and reporting to enable DBH to fully leverage the work of evaluation to inform and improve the implementation of the initiatives under the demonstration. Alaska's demonstration is implemented across regions and phases and for this reason the evaluation's reports and information being produced for the appropriate initiatives and/or target populations will follow accordingly.

The table below includes contractor deliverable timelines, timing of data needed by the state. Specific timelines for deliverables/contractor evaluation activities, products and reports including member satisfaction surveys and data analysis. All deliverables correspond with the deliverable descriptions above.

Deliverable	Task/Deliverable	CMS Guidance	CMS Deadline
*	Draft Evaluation Design		March 31, 2020
1	Review Evaluation Design		60 days after receipt of CMS comments
*	Approved Evaluation Design on DBH Website	30 days after CMS approval	TBD
2	Mid-Point Assessment	November 15, 2020	November 15, 2020
3	Draft Interim Evaluation Report	One year prior to the end of the demonstration, or with renewal application	December 30, 2022
4	Final Interim Evaluation Report	60 days after receipt of CMS comment	TBD
5	Draft Summative Evaluation Report	June 30, 2025	June 30, 2025

Deliverable	Task/Deliverable	CMS Guidance	CMS Deadline
6	Final Summative Evaluation Report	60 calendar days after receipt of CMS comments	TBD (FY26)
7	Draft Close Out Report	120 days after the demonstration expires	April 29, 2024
8	Final Close out	60 calendar days after receipt of CMS's comments	TBD (FY24)
9	Semi-Annual progress reports from IE to include all activities with data analysis, reflections and insight on the implementation of projects drawing on key informant interviews, document review, meetings attended, and activity review.	NA	TBD
10	Specification for data required from state including a timeline, data gap analysis, and plan to address data gaps. IE provides to DBH	NA	90 days after the contract begins
11	Focus groups and key informant interviews to create baseline information for qualitative analysis	NA	TBD
12	Analysis of existing survey results, data, key informant interviews, and focus groups.	NA	TBD

* These Deliverables are completed by DBH, the IE will have opportunity to comment.

TBD is determined with negotiations with IE

SECTION 3. CONTRACT INFORMATION

SEC. 3.01 CONTRACT TYPE

This contract will be a fixed cost 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 state will not provide workspace for the contractor. The contractor must provide its own workspace.

Travel maybe desirable to participate in meetings or as requested by DHSS. The purpose of the meetings will be to maintain communication and discuss relevant issues.

The frequency of travel over the course of this contract to attend meetings is estimated for six trips total. Three (3) business travel trips to Anchorage, Alaska and three (3) business travel trips to Juneau, Alaska.

The State of Alaska will reimburse travel expenses in accordance with the state approved travel guidelines below. All travel must be pre-approved by the project manager in advance.

State Approved Travel Guidelines

The State will cover costs associated with travel per the criteria listed below.

Expenses above these criteria must be approved in advance by the Program Manager

- **Air Travel:** copies of receipts and boarding passes for flights must be submitted with the invoice. The State will reimburse for coach travel only.
- **Hotel:** copies of original hotel receipts at commercial facilities must be submitted with the invoice. Actual lodging expenses that exceed \$200 room rate per night, excluding taxes, must be approved in advance by the Program Manager.

- **Rental Car:** copies of the rental car receipt and agreement must be submitted with the invoice. Rental should be for a mid-size or less car (unless approved in advance) and the rental period is to cover the business travel period only.
- **Ground Transportation:** between the Contractor's home and the airport, and the destination airport and hotel; via airport shuttle, courtesy van, or taxi service.
- **Per Diem:** the maximum amount for food and all other travel related incidentals in Alaska is \$60 per day, per person.

Note: Costs of parking violations will not be reimbursed.

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 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. 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 (provided in 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 of Appendix A, attached in Section 8: Attachments.

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.

Offerors must limit their proposal to 50 pages, not including the cost proposal or appendices.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing 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 a comprehensive narrative that illustrate understanding of the requirements of the project, including specific understanding of the following:

- Section 1115 SUD waiver evaluation requirements
- Medicaid and behavioral health delivery system reform
- Administration of public program benefits
- The behavioral health system in Alaska
- The Tribal behavioral system in Alaska
- The importance of unique approaches to rural/frontier areas of Alaska
- Performance indicators for quality of care, cost trends, operational performance, and other metrics relevant to the goals of the Alaska waiver.
- The project schedule, and phased implementation approach

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.

Offerors must propose a timeline for achievement of the deliverables identified in Section 2 of this RFP. The timeline should identify the intended engagement of stakeholders and the State, and any travel planned.

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.

Offerors should ensure their proposal clearly and specifically describes:

- A high-level work plan and timeline for implementation of the Deliverables set forth below
- Oversight, compliance, and quality assurance process
- Problem identification and resolution process

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

The offeror must describe how they fully meet the minimum qualification listed in Section 1.04.

Offerors should also describe how/if they meet the additional preferred experience identified in Section 1.04:

- Experience working with rural/frontier settings
- Experience working with Tribal Organizations
- Knowledge and understanding of the Alaska 1115 Waiver, and Alaska-specific data relevant to the goals of the Alaska waiver

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, please provide the following:

- Title and identification of the work this individual will be responsible for
- Resume and specifically related work experience

In addition, the offeror is expected to describe whom on their project team has experience with the following, and give a description of the nature of that experience, as it relates to the work being solicited:

1. Demonstrated experience with national and state data sets, such as:
 - a. CMS's Core Set of Health Care Quality Measures for Children in Medicaid and CHIP
 - b. Initial Core Set of Health Care Quality Measures for Medicaid-Eligible Adults and/or measures endorsed by National Quality Forum (NQF)
 - c. Medicaid claims (e.g., Medicaid Management Information System)
 - d. National surveys (e.g., Behavioral Risk Factor Surveillance System, Youth Risk Behavior Surveillance System, National Survey on Drug Use and Health, National Survey of Substance Abuse Treatment Services, Behavioral Health Integration Capacity Assessment)
 - e. Administrative records
 - f. Care encounter data
 - g. Enrollment and disenrollment data
 - h. Electronic Health Records and Health Information Exchange clinical data repositories
 - i. Beneficiary surveys and focus groups
 - j. Key informant interviews
 - k. Provider surveys

SEC. 4.07 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 technical 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. 4.08 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

SEC. 5.01 UNDERSTANDING OF THE PROJECT (5%)

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 does the offeror specifically understand the items identified in Section 4.03?
- 3) How well has the offeror identified pertinent issues and potential problems related to the project?
- 4) To what degree has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- 5) Has the offeror demonstrated an understanding of the State's time schedule and their ability to meet it?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (20%)

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) Does the proposed timeline seem reasonable, logical, and achievable?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (5%)

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 authority and communication?
- 3) Does the management plan indicate capability to manage and sustain staff effectively and to ensure all requirements are met?
- 4) To what degree is the proposal practical and feasible?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

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 projects?
- 2) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 3) How well has the offeror described examples and methodology of previous, related work?
- 4) How applicable and rounded is the offeror's additional preferred experience, as indicated in Section 1.04: Minimum Qualifications?
- 5) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 CONTRACT COST (40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11.

Converting Cost to Points

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 through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

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 make site inspection.

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, via video conference, or in writing.

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 NIA 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.

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

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below:

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.

Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/pdf/pref1.pdf>

SEC. 6.11 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal.

The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50

and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and

- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

SEC. 6.12 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal.

The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

SEC. 6.13 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SEC. 6.14 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. 6.15 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) 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.

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

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

100 (total points available in the RFP) x 10% Alaska offerors preference = 10 points for the preference

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference.

For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0	points
Offeror #2	74 points	Alaska Offerors Preference	10	points
Offeror #3	80 points	Alaska Offerors Preference	10	points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points
Offeror #2	84 points (74 points + 10 points)
Offeror #3	90 points (80 points +10 points)

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

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 (form 02-093/Appendix A). This form is attached in Section 8: Attachments, for your review. The contractor must comply with the 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 Appendix A 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: [2019 Trafficking in Persons Report](#).

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 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. 7.13 SOLICITATION ADVERTISING

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

SECTION 8. ATTACHMENTS

Attachments Included within this document:

- 1) Sec. 8.01 - Cost Proposal
- 2) Sec. 8.02 - RFP Checklist
- 3) Sec. 8.03 - Proposal Evaluation Form
- 4) Sec. 8.04 - Certification Regarding Debarment
- 5) Sec. 8.05 - Standard Agreement Form Template - Appendices A – E (includes HIPAA BAA)

Attachments in Addition to this RFP posted as separate documents:

- 1) Special Terms and Conditions - See posted additional document: **Special Terms Conditions.pdf**
- 2) 1115 Evaluation Design - See posted additional document: **1115_Evaluation_Design_.pdf**

SEC. 8.01 ATTACHMENT 1 – COST PROPOSAL

NOTE: The cost proposal allows offerors to submit pricing in a consistent manner that DHSS can evaluate and score. The amount indicated below will be used to establish a billing/payment plan in the resultant contract.

Offerors are to complete the following template for each of the Deliverables set forth in Sec. 3.03 Description of Deliverables.

Please enter your cost in the spaces provided below for completion of each deliverable. Cross-reference to deliverable due dates can be found in the **Evaluation Deliverables and Timeline** section, beginning on page 19.

This page must be completed and submitted with all offers and received by the State at the time and date set for receipt of proposals.

COST PROPOSAL - 1115 Evaluation Design - Independent Evaluator

RFP Solicitation#: 200000579

Offeror Name: _____

Deliverable	Task/Deliverable	Estimated Cost
1	Review Evaluation Design	
2	Mid-Point Assessment	
3	Draft Interim Evaluation Report	
4	Final Interim Evaluation Report	
5	Draft Summative Evaluation Report	
6	Final Summative Evaluation Report	
7	Draft Close Out Report	
8	Final Close Out	
9	Semi-Annual progress reports from IE to include all activities with data analysis, reflections and insight on the implementation of projects drawing on key informant interviews, document review, meetings attended, and activity review.	
10	Specification for data required from state including a timeline, data gap analysis, and plan to address data gaps. IE provides to DBH	
11	Focus groups and key informant interviews to create baseline information for qualitative analysis	
12	Analysis of existing survey results, data, key informant interviews, and focus groups.	
	ESTIMATED TRAVEL COSTS	
	TOTAL	

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:

- 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. all terms and conditions set out in this solicitation;
- e. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- f. that the offers will remain open and valid for at least 90 days; and
- g. 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: _____

5.01 Understanding of the Project – 5% (50 points)

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

Evaluator's Notes: _____

2) How well does the offeror specifically understand the items identified in Section 4.03?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

4) To what degree has the offeror demonstrated an understanding of the deliverables expected by the State?

Evaluator's Notes: _____

5) Has the offeror demonstrated an understanding of the state's time schedule and their ability to meet it?

Evaluator's Notes: _____

Evaluator's Point Total for 5.01: _____

5.02 Methodology – 20% (200 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) Does the proposed timeline seem reasonable, logical, and achievable?

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.03 Management Plan – 5% (50 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, accountability, and communication?

Evaluator's Notes: _____

- 3) Does the management plan indicate capability to manage and sustain staff effectively and to ensure all requirements are met?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.02: _____

5.04 Experience and Qualifications – 20% (200 points)

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

Evaluator's Notes: _____

- 2) How extensive is the applicable education and experience of the Project Lead and other key personnel designated to work on the project?

Evaluator's Notes: _____

- 3) How well has the offeror described examples and methodology of previous, related work?

Evaluator's Notes: _____

- 4) How applicable and rounded is the offeror's additional preferred experience, as indicated in Section 1.04: Minimum Qualifications?

Evaluator's Notes: _____

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

Evaluator's Notes: _____

Evaluator's Point Total for 5.04: _____

The total points possible for the technical evaluation sections above is 500.

The remaining 500 points are allocated to cost (400) and the Alaska Offeror's Preference (100)

SEC. 8.04 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. 8.05 ATTACHMENT 5 – TEMPLATE 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 \$0,000.00 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			

Template - 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 B¹

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 shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

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.

Template - 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.

Template - 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.

SEC. 8.06 HYPERLINKS USED THROUGHOUT THIS RFP

(1115 DBH Demonstration Application)	11
(Medicaid Redesign Initiatives)	12
(RFP 190000012)	15
2019 Trafficking in Persons Report	45
CMS letter dated 11/1/17	12
CMS letter dated 11-21-18.	21, 22
CMS letter dated 3/21/19.	14
Guidance for 1115 Eligibility and Coverage Demonstrations.....	22
SUD Evaluation Design Technical Assistance dated 3-6-19.....	22