

STATE OF ALASKA REQUEST FOR PROPOSALS



INCREASING ACCESS TO TOBACCO TREATMENT FOR ALASKA NATIVE

RFP 2024-1600-0022

5/23/2023

THE STATE OF ALASKA'S TOBACCO PREVENTION AND CONTROL PROGRAM IS SEEKING TO INCREASE ACCESS TO EVIDENCE-BASED TOBACCO SERVICES FOR ALASKA NATIVE PEOPLE UTILIZING ELECTRONIC REFERRALS, HEALTH SYSTEM INTERVENTIONS, POLICY CHANGE INTERVENTIONS, AND COALITION ACTIVITIES.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF FINANCE AND MANAGEMENT
SERVICES

PRIMARY CONTACT:

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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 NOTIFICATION OF 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, Division of Public Health (DOH), is soliciting proposals to increase access to evidence-based tobacco treatment services for Alaska Native people utilizing health system interventions, policy change interventions, and coalition activities.

SEC. 1.02 BUDGET

DOH estimates a budget of between \$1,100,000 and \$1,200,000 dollars for completion of this project. Proposals priced at more than \$1,200,000 for the overall eight years of the contract will be considered non-responsive.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received prior to 2:00pm prevailing Alaska Time on June 13, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MINIMUM QUALIFICATIONS

In order for offers to be considered responsive offerors must meet these minimum qualifications requirements:

- A minimum of two (2) years of experience, within the past ten (10) years of implementing culturally relevant health promotion programs for Alaska Native people, including pregnant women.

- A minimum of two (2) year of experience, within the past ten (10) years, supporting the implementation of evidence-based health systems change strategies within tribal health systems. Examples of tobacco related health system change strategies include:
 - Implementing approaches and tools to prepare and motivate healthcare staff to consistently address tobacco use.
 - Working with health systems to promote consistent universal screening for tobacco use.
 - Implementing approaches and tools to help ensure that patient who use tobacco are consistently advised to quit, assessed for willingness to make a quit attempt, and offered assistance in quitting tobacco use.
 - Implementing approaches and tools for arranging follow-up for patients for clients who use tobacco and for providing referral to internal or external resources.
- A minimum of two (2) years of experience, within the past ten (10) years, developing and delivering training and technical assistance to broad range of health professionals on evidence-based health promotion.
- A minimum of one (1) year of experience, within the past ten (10) years, building and maintaining strong working relationships with a broad range of partners.

An offeror must submit a specific list detailing how and where they meet these minimums. An offeror's failure to meet these minimum qualifications requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should 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 proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer prior to 5:00pm on June 2, 2023. The interested party must confirm telephone conversations in writing.

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: Ashley Palembas – PHONE 907 269-7867– Ashley.Palembas@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to hss.procurement.proposal@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf”. The email must contain the RFP number in the subject line.

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 and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency at (907) 269-7867 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 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. 1.09 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. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

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. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state'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 accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
RFP Released		5/23/2023
Question Deadline	5:00pm AKST	6/2/2023
Proposal Due Date	2:00pm AKST	6/13/2023
Proposal Evaluations Complete		6/27/2023
Notice of Intent to Award		7/5/2023
Contract Issued		7/22/2023

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, 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. 1.12 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. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The Tobacco Prevention and Control Program supports statewide and community level interventions to support four primary goals: prevent initiation of tobacco use among youth, promote quitting among adults and youth, eliminate exposure to secondhand smoke, and identify and eliminate tobacco-related disparities. This project is intended to support statewide tobacco cessation interventions to help advance health equity among Alaska Native people and pregnant women. Funds available for this program are \$150,000 per fiscal year

Tobacco remains a leading cause of preventable death and disease in Alaska. About 600 people in Alaska die prematurely because of smoking, and health care costs related to smoking were estimated at \$438 million in 2009 (CDC, 2023). Due to inflation and rising health care costs, this is very likely an underestimate of tobacco related health care costs in Alaska. Alaska loses an estimated \$400 million per year because of the effects of smoking-related illness (Shrestha, 2022). Alaska’s Medicaid spent \$192 million in health care costs on beneficiaries who used tobacco (AKDHSS, 2018). In the most recent 5-year period for which data are available, more than 1,700 Alaska adults were diagnosed with lung or bronchus cancer, a majority of which cases are caused by smoking or secondhand smoke exposure (O'Brien, 2020).

“Observed differences in tobacco use or health harms between population groups, sometimes called ‘tobacco-related inequities,’ are the result of complex factors. Underlying causes of these differences can be social determinants of health, tobacco industry influence, a lack of comprehensive tobacco control policies reaching specific communities and a changing U.S. Population (AKDHSS, 2022). This project seeks to advance health equity among Alaska Native people by increasing access to tobacco health education, screening, treatment for Alaska Native people by providing provider education, facilitating interagency collaboration, and supporting health systems change strategies. This project also seeks to fund a local lead agency to lead activities to tailor tobacco screening, referral and treatment interventions for Alaska Native prenatal women.

In 2020, 26% of adults statewide were currently using some form of tobacco or nicotine. This translates to an estimated more than 142,800 adults in Alaska who are at risk for poor health outcomes due to tobacco or nicotine products. Rural communities in the Southwest and Northern regions experience significantly higher burdens from tobacco use, with almost half of adults using some form of tobacco (AKDHSS, 2022).

Cigarette smoking prevalence has steadily declined over the long term, with 19% of Alaska adults smoking cigarettes in 2020, down from 27% in 1997. Smoking among pregnant women has also significantly declined from 14% in 2011 to 10% in 2020. About half of women who smoked cigarettes before pregnancy quit smoking during pregnancy in 2020 (AKDHSS, 2022). While cigarette smoking prevalence among adults has declined, cigarette smoking prevalence is relatively greater among some populations, including Alaska Native adults, people ages 30-54, people experiencing frequent mental distress, people of lower socioeconomic status, people with less educational attainment, people unable to work or unemployed, and residents of the Northern and the Southwest regions of the state (AKDHSS, 2022).

Seven percent of Alaska adults were currently using smokeless tobacco in 2020, a small but significant increase since 2011. Smokeless tobacco use by pregnant women has remained at around 5% between 2011 and 2020. Populations most impacted by smokeless tobacco use include Alaska Native adults, men, people ages 30-54,

current and former smokers, people of lower socioeconomic status, and residents of Southwest Alaska (AKDHSS, 2022).

Five percent of Alaska adults were currently using electronic vapor products (e-cigarettes or “vapes”) in 2020. Electronic cigarette use by adults is less prevalent than other products, with much higher prevalence rates among Alaska high school students of all races (AKDHSS, 2022).. As the younger population ages, it is imperative that tobacco control interventions ensure a comprehensive approach to all tobacco products and include electronic cigarettes, and other emerging products.

In 2020, a majority of Alaska adults who smoked cigarettes wanted to quit and more than half tried to quit in the past year. In 2020, the majority of adults who smoke and had a health care visit in the past 12 months had been advised to quit by a health care provider (AKDHSS, 2022). Ensuring consistent tobacco screening and treatment referral processes at each health care visit is critical to support adults in continuing their efforts to quit tobacco.

In 2021, the North American Quitline Consortium [published a report demonstrating a significant decline \(27%\) in](#) call volume to state quit lines during 2020, which mirrored the timeline of the pandemic (Bailey, 2021). The report identified stress, anxiety and increased cigarette sales as possible factors that could have contributed to the decrease in calls to state quit lines during the pandemic. Similarly, there has been a decline in enrollments in the Alaska Tobacco Quit Line during the pandemic.

In 2022, the Tobacco Prevention and Control Program conducted a statewide online survey of 2,400 Alaska adults, with non-Anchorage regions oversampled. The program found that most tobacco users had seen a health care provider in the past year, but fewer than half had been advised to quit. Most tobacco users agreed that provider advice was effective at encouraging them to quit when provided. When asked about preferred modalities for tobacco use treatment, tobacco users reported mixed preferences from in-person services to telephonic or online services, such as Alaska’s Tobacco Quit Line. These findings underscore the importance of implementing sustainable tobacco use screening and referral processes and increasing access to evidence-based treatment with multiple ways to engage.

Alaska Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. (2018). *The Cost of Eight Chronic Conditions on Alaska’s Medicaid Program*. Anchorage, AK: Alaska Department of Health and Social Services. Accessed 1/29/2023.

Available at:

http://dhss.alaska.gov/dph/Chronic/Documents/Publications/2017_CostOfChronicConditions_EvergreenEconomics_web.pdf

Alaska Department of Health and Social Services, Division of Public Health, Section of Chronic Disease Prevention and Health Promotion. (2022). *Alaska Tobacco Facts - 2022 Update*. Anchorage, AK: Alaska Department of Health and Social Services.

Bailey, L. M. (2021). *Report on the Impact of the COVID-19 Pandemic on Smoking Cessation*. Phoenix: North American Quitline Consortium.

CDC. (2023, January 27). *Smoking and Tobacco Use: State Fact Sheets*. Retrieved from <https://www.cdc.gov/tobacco/stateandcommunity/state-fact-sheets/alaska/>

Alaska Department of Health and Social Services, Division of Public Health, Health Analytics and Vital Records Section. (2020). *Incidence of Concerns Associated with Screening and Modifiable Risk Factors*. Anchorage: Alaska Department of Health and Social Services.

Shrestha, S. S. (2022). Cost of Cigarette Smoking-Attributable Productivity Losses. *American Journal of Preventive Medicine*, 478-485.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska's Tobacco Prevention and Control Program is soliciting for a project to increase access to evidence-based tobacco treatment services for Alaska Native people utilizing electronic referrals, health systems interventions, policy change interventions, and coalition activities. This project's anticipated long-term impact is to decrease tobacco related disparities among Alaska Native people and pregnant women over the course of eight (8) years. These desired impacts will be actualized through strategic implementation of key deliverables over the course the project.

Throughout the duration of the project, the successful awardee will provide consultation and project planning support to tribal health organizations on evidence-based health systems change tools and on implementing, electronic referrals to the Alaska Tobacco Quit Line. The awardee will provide training, technical assistance, and resources to tribal health organizations to help with the implementation of sustainable systems change using tools and change concepts within the [Million Hearts® Tobacco Cessation Change package](#), or current evidence-based health systems change tools. This work will be further supported through the facilitation of a bimonthly Community of Practice for health systems change with a focus on tribal health organizations. The awardee will serve as a subject matter expert to the Tobacco Prevention and Control (TPC) Program on tobacco cessation and support the TPC strategic team in planning technical assistance and training activities. In years three (3) and four (4) of the project, the awardee will research barriers to evidence-based tobacco treatment for Alaska Native people and disseminate key findings. In year five (5), the awardee will facilitate strategic planning sessions with the Health Systems Change Community of Practice and tribal health partners to develop an action plan to reduce identified barriers. Years five (5) – eight (8) of the project will include facilitation of quarterly meetings with work groups to support the implementation of the action plan.

The project will also focus resources on prenatal Alaska Native women by funding the awardee to serve as the local lead agency for program efforts to increase timely and culturally relevant tobacco use screenings and referrals for pregnant Alaska Native women. The prenatal aspect of the program will implement activities intended to increase provider awareness of prenatal tobacco treatment programs, knowledge of culturally informed tobacco screening and referral practices, and increase interagency coordination to increase reach of tobacco health education to women in rural communities. Year one (1) of the project will focus on assembling and facilitating a statewide workgroup of tobacco treatment specialists (TTS), completing a readiness assessment for the project, facilitating the development of a work plan, and partnering with existing coalitions serving women of childbearing age. Year 2 of the prenatal activities will include facilitating the implementation of the work plan by the TTS workgroup and developing an on-demand training for providers on culturally informed tobacco education, screening, and referral interventions. In years three (3) and four (4) of the project, the awardee will support the TTS workgroup in researching barriers experienced by Alaska Native women when accessing treatment. In years five (5) – eight (8), the awardee will provide ongoing facilitation to the TTS workgroup in the implementation of the work plan, monitoring emerging issues in tobacco and health education for Alaska Native people and co-authoring and presenting public health research and best practice guidance for tobacco use treatment.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be for approximately eight years.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

The contractor will be required to provide the following deliverables:

Ensure a minimum of one (1) person (FTE) to conduct the work of these deliverables. Project staff must work collaboratively with the TPC staff and be available for meetings and trainings during standard State of Alaska business hours (8am- 5pm). Project staff must have experience and knowledge of health care delivery systems within tribal health and possess the necessary competencies and knowledge to facilitate a culturally informed, evidence-based public health approach.

A. Health Systems Change and E-Referral Deliverables:

1. Provide consultation and project planning support to three tribal health organizations per year on the Million Hearts[®] Tobacco Cessation Change Package, or current evidence-based health systems change tools.
 - Assist tribal health organizations in completing readiness assessments to inform the selection and implementation of change concepts withing the Million Hearts Change Package for Tobacco Cessation.
 - Each year, serve as a consultant to tribal health organizations in the completion of a readiness assessment and selection of tobacco cessation change concepts. Provide ongoing assistance in the planning, development, and implementation of selected concepts. Examples include, but are not limited to:
 - Provide technical assistance to providers in Tribal Health Organizations (THOs) to adopt new screening and referral protocols to ensure that all patients are screened for tobacco use, advised to quit, and connected to treatment (Ask, Advise, Connect).
 - Provide ongoing support to providers in THOs to establish workflows and define roles within screening and referral protocols to in-person or virtual evidence-based tobacco cessation services.
 - Assist THOs to develop patient outreach dashboards and reports, provide training on eReferral implementation, provide ongoing technical assistance with eReferral maintenance.
 - Assist THOs in developing methods of tracking and monitoring referred clients for successful completion of programs, improvement to overall health and improved health outcomes.
 - Provide consultation to THOs on methods to ensure that billing is completed, and services are reimbursed as appropriate.

- Provide ongoing technical assistance to THOs in reviewing patient outcome referrals and updating system trainings and policies to continuously improve systems changes.
 - Provide consultation to tribal health organizations to establish or enhance evidence-based, in-person tobacco cessation services.
 - Develop resources and materials to provide to THOs to help them implement identified change concepts in their communities.
2. Co-facilitate a bimonthly Community of Practice for health systems change in partnership with the State of Alaska staff, providing consultation on tobacco cessation and health systems change strategies within tribal health.
 3. Maintain statewide list of local, evidence-based tobacco treatment programs available through Tribal Health Organizations for inclusion in ATQL welcome packets for Alaska Native people. The listing should include relevant provider certifications and offered services.
 4. Provide subject matter expertise and consultation on programs tobacco cessation activities through monthly TPC Strategic team meetings and on work groups relating to e-referrals, health systems change and tobacco referral and treatment for AN people. Engage in monthly workgroup meetings to provide consultation to the state office in planning and developing focus group scripts, which will be used to research of tailored tobacco treatment services for Alaska Native people. Provide annual training to tobacco control partners on tailoring tobacco use interventions for Alaska Native people.
 5. Years Three (3) & Four (4): Research barriers to reimbursement of evidence-based tobacco use treatment in rural communities . Develop and publish a report of findings, disseminating through tobacco cessation champions within tribal health organizations and through tobacco and cancer control coalitions.
 6. In Year five (5), facilitate strategic planning sessions with tribal health organizations and the Health Systems Change Community of Practice to address key findings and develop an action plan. In Years Five (5) – Eight (8), facilitate quarterly meetings to help work groups implement the action plan, track progress, and update annually, or as needed.
 7. Contract Administration and Management Provide project report and invoice to state program each quarter.

B. Alaska Native Prenatal Women Deliverables:

1. Serve as the local lead agency and expert for increasing access to evidence-based tobacco use screening, referral, and treatment interventions for Alaska Native women.
 - Establish and facilitate statewide workgroup of Tobacco Treatment Specialists through monthly meetings.
 - Year One (1):
 - Complete joint readiness assessment with the statewide workgroup to identify training and technical assistance needs for the project.
 - Facilitate the development of a work plan for the statewide workgroup which incorporates relevant information from the readiness assessment.
 - Identify and partner with existing, statewide coalitions serving women of childbearing age. Participate in strategic planning with coalitions when applicable to incorporate tobacco screening and referral interventions into program activities. (focus on home visiting programs in rural areas)

- Each Year of the Project: Support statewide workgroup in implementing work plan activities through scheduling and facilitating meetings, tracking minutes and updates for the work group. Provide support to workgroup to update workplan annually.
2. Year Two (2): Develop on-demand online training for providers: Culturally relevant tobacco screening, education and referral interventions with CEUs and CMEs for relevant provider types within the tribal health system. Maintain online training and platform, ensuring content updates every two years, or as needed, to ensure all content remains current with research and best practice guidance.
 3. Year Three (3): Research barriers to accessing tobacco treatment experienced by Alaska Native women of childbearing age, including individual barriers to accessing treatment.
 - Year Three (3): Facilitate strategic planning to address barriers for access to and coverage of tobacco treatment services (counseling and NRT)
 - Year Three (3): Engage Alaska Native women through talking circles to research individual and system barriers to treatment and to develop recommendations for tailored interventions.
 - Year Four (4): Publish key findings on barriers to treatment and recommendations for tailoring local tobacco use interventions for Alaska Native prenatal women.
 - Year Four (4): Facilitate action planning to address barriers for access to and coverage of tobacco treatment services (counseling and NRT).
 - Year Five (5) – Eight (8): Provide ongoing consultation and technical assistance to strategic work group in implementing action plan.
 4. Year Four (4) – Eight (8): Monitor and address emerging issues in tobacco and health education for Alaska Native people.
 5. Year Four (4) – Eight (8): Participate in coauthoring and presenting public health research and promising practice guidance for tobacco use interventions for Alaska Native prenatal women. Present findings at statewide and national public health forums.
 6. (Ongoing) Provide project report and invoice to state program each quarter.

SEC. 3.04 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of a quarterly invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month

on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.07 LOCATION OF WORK

The state WILL NOT provide workspace for the contractor. The contractor must provide its own workspace.

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. 3.08 SUBCONTRACTORS

Subcontractors will not be allowed except for on Alaska Native Prenatal Women Deliverables #2 - Develop on-demand online training for providers and #3 - Research barriers to accessing tobacco treatment experienced by Alaska Native women (Reference Sec. 3.03, Deliverables).

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 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;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- 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.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 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. 3.11 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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.12 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 or procurement officer 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. 3.13 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 procurement officer 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 or the Commissioner's designee.

SEC. 3.14 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. 3.15 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.

SEC. 3.16 INSURANCE REQUIREMENTS

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.
- 2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$X per claim/annual aggregate.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or procurement 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 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 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.

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer

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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed.

Offerors must also provide five (5) letters of reference with phone numbers for similar projects the offeror's firm has completed involving American Indian or Alaskan Native people.

Offerors must include at least two letters of references from tribal health organizations, health systems, or community organizations.

SEC. 4.04 UNDERSTANDING OF THE PROJECT

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

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

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

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project,

percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

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.**

SECTION 5.EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: 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.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria		Weight
Experience and Qualifications	Technical Proposal	175
Understanding of the Project	Technical Proposal	100
Methodology Used for the Project	Technical Proposal	125
Management Plan for the Project	Technical Proposal	100
Total		500

Cost Criteria		Weight
Cost Proposal	Attachment	400

Total 400

Preference Criteria	Weight
Alaska Offeror Preference (if applicable)	Attachment 100
Total	100

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

Offeror Total Score
 _____ x Max Points = Points Awarded
 Highest Total Score Possible

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Offeror Total Score (30)
 _____ x Max Points (100) = Points Awarded (75)
 Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)
 _____ x Max Points (100) = Points Awarded (50)
 Highest Total Score Possible (40)

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

_____ x Max Points (100) = Points Awarded (100)

Highest Total Score Possible (40)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (175 PTS)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have relevant experience on similar projects, particularly involving health care services for Alaska Native people and prenatal women?
- b) To what extent do the individuals assigned to the project demonstrate experience and knowledge of health care delivery systems within tribal health?
- c) Are resumes complete and do their backgrounds demonstrate the necessary education, experience, and competencies to facilitate a culturally informed, evidence-based public health approach?
- d) How much experience do project staff have with implementation of evidence-based tobacco use screening, referral, treatment models?
- e) How much experience do project staff have in developing and delivering training and technical assistance to health professionals on evidence-base health promotion?

2) Questions regarding the firm and subcontractor (if used):

- a) How extensive is the firm's documented experience in completing similar projects on time and within budget?
 - Implementing health system change approaches and tools in the clinical setting
 - Providing training and technical assistance to health professionals
 - Conducting qualitative research through focus groups or talking circles
- b) How extensive is the firm's documented experience working with or in tribal health systems?
- c) How successful is the general history of the firm regarding timely and successful completion of projects?
- d) How well has the firm demonstrated success in partnership building through letters of reference from previous clients, specifically related to projects serving Alaskan Native people or American Indian people?
- e) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?
- f) How well does the firm demonstrate organizational structure, experience, and capacity to gather qualitative data specifically on barriers to tobacco treatment for Alaska Native people?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (100 PTS)**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror demonstrated relevant knowledge of Alaska Native history and culture, as well as the social and health issues experienced by Alaska Native communities?
- 3) How well has the offeror identified pertinent issues and potential problems related to the project and made suggestions to overcome these issues?
- 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 can meet it?

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (125 PTS)**Proposals will be evaluated against the questions set out below:**

- 1) How comprehensive is the methodology and does it depict a logical approach in line with attached logic models to fulfilling the requirements of the RFP?
- 2) How well did the offeror describe their methodology to providing consultation to tribal health organizations on implementing tobacco cessation health system changes.
- 3) How well did the offeror describe their methodology to serve as the local lead agency for the prenatal deliverables, particularly their methods to establish and facilitate a workgroup of tobacco treatment specialists and to research barriers to access.
- 4) How well does the methodology match and achieve the objectives set out in the RFP and attached logic model?
- 5) How well does the methodology integrate culturally informed approaches to the project activities?
- 6) How well did the offeror describe the methodology they would use to complete all deliverables?
- 7) Does the overall methodology align with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (100 PTS)**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) How well is accountability completely and clearly defined for project staff and subcontractor (if used)?
- 3) How well does the offeror define the lines of authority and communication among project staff, subcontractors (if used), and state's Project Manager?

- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) How likely is it that the offeror can meet the schedule set out in the RFP?
- 6) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 7) To what degree is the proposal practical and feasible?
- 8) To what extent has the offeror identified potential problems and solutions?
- 9) How well does the offeror demonstrate a plan for building and maintaining strong working relationships with a broad range of partners?

SEC. 5.08 CONTRACT COST (400 PTS)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 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, 400 points.

Offeror #2 receives 374.3 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = \mathbf{374.3}$$

Offeror #3 receives 336.8 points.

$$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = \mathbf{336.8}$$

SEC. 5.09 ALASKA OFFEROR PREFERENCE (100 PTS)

Per 2 AAC 12.260, 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, which will be added to the offeror's overall evaluation score.

Example:

Step 1

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points				
Offeror #2	840 points	(740	points	+	100 points)
Offeror #3	900 points	(800 points + 100 points)			

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 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 Preference 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. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

SEC. 6.03 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. 6.04 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. 6.05 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. 6.06 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. 6.07 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 the contract negotiations take place, it will be via electronic platform most likely through Microsoft Teams, date and time to be determined at a future date.

SEC. 6.08 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. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

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

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

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

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

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

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

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

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

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

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

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, 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. 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 following website:

[Application Of Preferences](#)

- 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.**

SEC. 6.12 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 Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 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. 6.18 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: <https://www.state.gov/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. 6.19 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 counteroffer and the proposal may be rejected.

Minor 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;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that it is not in the best interest of the State.

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

SEC. 6.20 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. 6.21 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.22 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. 6.23 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. 6.24 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. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.19 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. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

The following are provided as attachments:

1. Desired Outcomes/ Logic Models
2. Offeror's Checklist
3. Example - Standard Agreement Form with Appendices
4. Cost Proposal **(attached separately)**
5. Alaska Bidder Preference Certification Form **(attached separately)**

Attachment 1

Desired Outcomes / Logic Model

Desired outcome of project

Timeframe: 8-year project

Increase access to and utilization of tobacco treatment programs by Alaska Native people, with an emphasis on women of childbearing age

Short Term

- Increase provider access and utilization of trainings for culturally tailored brief interventions
- Increase provider awareness of available cessation programs and culturally informed, evidence-based tobacco screening, referral, and treatment interventions
- Increase the number of Alaska Native tobacco users who report tobacco screening by health care provider.
- Increase the number of Alaska Native women of childbearing age receiving tobacco and nicotine screening and advice to quit.
- Increase culturally tailored educational materials for emerging tobacco and nicotine products.

Intermediate

- Increase awareness of ATQL among Alaska Native people and Alaska Native women of childbearing age
- Increase enrollments by Alaska Native people in tribal health tobacco treatment or Alaska Tobacco Quit Line (ATQL)
- Increase number of Tribal Health Organizations sending E-referrals to ATQL
- Decreased barriers to reimbursement for evidence-based tobacco treatment services by providers.

Long Term

- Increase quit attempts by Alaska Native people
- Increase quit attempts by Alaska Native women of childbearing age.

Impacts

- Decrease tobacco use among Alaska Native people
- Decrease disparity in tobacco use between Alaska Native pregnant women and Non-Native pregnant women.

Health Systems Change E-Referral Logic Model

<u>Activities</u>	<u>Short Term Outcomes</u>	<u>Intermediate Outcomes</u>	<u>Long-term Outcomes</u>	<u>Impacts</u>
Provide consultation and project planning support to tribal health organizations on the Million Hearts [®] Tobacco Cessation Change Package or current evidence-based health systems change tools.	Each THO assesses the areas of tobacco dependence treatment which need improvement in their system with multidisciplinary team	Tribal health organizations build information technology (IT) Infrastructure needed to promote tobacco cessation	Increased quit attempts among Alaska Native people	Decreased tobacco related disparities between Alaska Native people and non-native people.
Develop resources and materials to provide to THOs to help them implement identified change concepts in their communities.	THOs identify Focus Areas for Health Systems Change in accordance to Million Hearts [®] Tobacco Cessation Change Package	Increased referrals to tobacco treatment (ATQL and local) for Alaska Native people	Decreased tobacco use among Alaska Native people	
Research barriers to reimbursement of tobacco treatment reimbursement in rural communities. (Years 3&4)	Tobacco Control partners and advocates receive consultation on improving tobacco treatment reimbursement.	Increased enrollments in ATQL and local clinics by Alaska Native people		
Provide technical assistance to tribal health organizations participating in ANTHC's e-referral hub for	THOs implement interventions from TCCP to inform project work plan/activities	Decreased barriers to reimbursement for evidence-based tobacco		

Alaska's Tobacco Quit Line.		treatment services by providers.		
Facilitate a bimonthly Community of Practice for health systems change with a focus on tribal health organizations	Increased number of Alaska Native tobacco users who report tobacco use screening and referral by a health care provider			
Provide ongoing technical assistance to THOs in reviewing patient outcome referrals and updating system trainings and policies to continuously improve systems changes.	THOs implement interventions from TCCP to inform project work plan/activities			
Maintain statewide list of local tobacco treatment programs for inclusion in ATQL welcome packets for AN people				

Monthly Strategic team meetings- SME e-referrals, health systems change and tobacco treatment for AN people				
Monthly engagement in planning efforts with SOA to tailor tobacco treatment services for Alaska Native people				
Provide annual training to tobacco control partners on tailoring tobacco use interventions for Alaska Native people				
Provide project report and invoice to state program each quarter.				

Prenatal project Logic model: Local lead agency for tailoring tobacco screening, referral, and treatment interventions for Alaska Native prenatal women

<u>Activities</u>	<u>Short Term Outcome</u>	<u>Intermediate Outcome</u>	<u>Long-term Outcome</u>	<u>Impacts</u>
Serve as the local lead agency and expert in providing and increasing access to evidence based, culturally tailored tobacco use screening, referral, and treatment interventions for Alaska Native women	Online training is developed and published; maintained, and updated every 2 years	Increased referrals to prenatal tobacco cessation programs within tribal health organizations	Increased quit attempts among Alaska Native women of childbearing age	Increased prenatal tobacco screening and education by providers
Establish and facilitate statewide workgroup of Tobacco Treatment Specialists (TTS)			Decreased tobacco use among Alaska Native women of childbearing age	Reduced tobacco prevalence among prenatal women
Complete joint readiness assessment with the TTS statewide workgroup to identify training and technical assistance needs for the project			Increase number of culturally tailored tobacco treatment programs for Alaska Native women	Decreased tobacco related disparities for Alaska Native women

Identify and partner with existing, statewide coalitions serving women of childbearing age	Rural providers of multiple disciplines are made aware of training	Increased enrollments in Alaska Tobacco Quit Line prenatal program		
Facilitate the development of an annual workplan with the statewide TTS work group	Rural providers have access to on demand training for culturally relevant screening and referral practices	Increase the number of Alaska Native women of childbearing age receiving tobacco and nicotine screening, advice to quit, and treatment.		
In collaboration with TTS workgroup, develop on-demand online training for providers: Culturally relevant tobacco screening, education and referral interventions with CMEs and CEUs for relevant health care providers				
	Increased health care provider awareness of culturally relevant screening and referral interventions for Alaska Native women	Increased # women childbearing age reporting tobacco screening and education		
Engage Alaska Native women through talking circles to research barriers to accessing		Decreased barriers to reimbursement for evidence-based tobacco treatment services by		

tobacco treatment/quitting and develop recommendations for tailored interventions		providers serving Alaska Native women.		
Facilitate strategic planning to address barriers to access and reimbursement for tobacco use treatment services	Recommendations to tailor tobacco use interventions for Alaska Native women are published and disseminated			
Support statewide workgroup in implementing strategic plan activities. Support includes, but is not limited to scheduling and facilitating meetings, tracking minutes and updates for the work group, purchasing materials or commodities to support activities as needed.	Action plan to address barriers to accessing treatment by Alaska Native women and provider reimbursement for tobacco use treatment is implemented and maintained.			
Monitor and address emerging issues in tobacco and health education for Alaska native people				

Publish and present findings of project, research, and promising practices for tobacco use treatment for Alaska Native prenatal women				
Provide project report and invoice to state program each quarter.				

Attachment 2
OFFEROR'S 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

Attachment 3- STANDARD AGREEMENT FORM

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title			
3. Vendor Number	4. IRIS GAE Number (if used)		5. Alaska Business License Number	
This contract is between the State of Alaska,				
6. Department of Health		Division		hereafter the State, and
7. Contractor				
hereafter the				
Mailing Address	Street or P.O. Box	City	State	ZIP+4
8.				
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 sets forth the liability and insurance provisions of this contract.				
2.3 Appendix C sets forth the services to be performed by the contractor.				
2.4 Appendix D sets forth the provision for payment				
2.5 Appendix E governs the use of Protected Health Information under this contract.				
2.6 Appendix F confirms the contractor is in good legal standing with the federal government.				
11. Department of Health		Attention: Division of Finance Management Services (FMS)		
Mailing Address PO Box 333 Willoughby Avenue, Juneau, Alaska 99811-0650		Attention: Grants and Contracts Support Team		
12. CONTRACTOR		14. CERTIFICATION: 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 alternations 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.		
Name of Firm				
Signature of Authorized Representative	Date			
Typed or Printed Name of Authorized Representative				
Title				
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or		Date
Department/Division Health /	Date			
Signature of Project Director		Typed or Printed Name		
Typed or Printed Name of Project Director		Title		
Title				

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

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 B

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.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$X per claim/annual aggregate.

Appendix C

Description of Services

The terms and conditions of this contract in addition to Appendices A – F, including the scope of services and payment provisions, are contained in the following documents, incorporated herein:

- RFP Number
- Proposal submitted by Vendor Name

In the case of conflict, the following order of precedence shall govern:

- This contract document (excluding RFP Number, and Vendor Name’s proposal)
- RFP Number
- Vendor Name’s Proposal

Scope of Work

Deliverables

Appendix D

Payment for Services

Payment for services provided shall not exceed \$ for the period of performance of this contract.

Invoicing

The contractor will submit monthly invoices detailing services performed in accordance with Appendix C.

The invoice must:

- Reference the contractor's name, address and phone number
- Reference the contract number:
- Include an invoice number
- Reference the Department of Health, Division of
- Itemize the contractual services provided during the period invoiced as described in Appendix C

The contractor shall submit invoices to the address specified below no later than 30 days after the end the period for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract 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 this contract.

APPENDIX E
STATE OF ALASKA
DEPARTMENT OF HEALTH
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 ("Covered Entity" or "CE") and _____
("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.

4) Triennially: "Triennially" shall mean once every three years.

2. Statement of Work and Responsibilities.

As provided by AS 44.21.020 and AS 44.21.160, The BA provides automatic data processing services to the CE. These services include storage, transmission, security, and recovery of electronic information owned by CE. BA is responsible for ensuring continuity of service, delivery, and access to CE electronic information at all times including in the event of a disaster.

3. Permitted Uses and Disclosures by Business Associate.

a. BA may only use or disclose PHI for the following purposes:

- 1) BA may use or disclose PHI as required by law.
- 2) BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
- 3) 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.
- 4) 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.
- 5) BA may provide data aggregation services related to the health care operations of CE.

4. 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 three 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 systems 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 necessary IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 72 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, BA shall amend PHI maintained, transmitted, created, or received by BA on behalf of CE as directed by CE 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: Upon agreement execution and triennially thereafter, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), BA shall comply and complete CE's security assessment. Upon receipt of the security assessment, CE will review BA's responses prior to granting authority to operate, and provide any necessary instruction to ensure the confidentiality, integrity, and availability of CE's PHI. BA shall triennially, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), review and update CE security assessment, as required, in order to comply with BA's current system controls. BA must provide an implementation response for each specific system control. Upon receipt of the updated assessment, CE will review the changes to the system for renewal of authority to operate.

- 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 10 days' 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.

11. 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.
12. 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.
13. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to doh.its.dso@alaska.gov in addition to the CE.

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

Appendix F

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

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 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.