

# STATE OF ALASKA REQUEST FOR PROPOSALS

MEDICAID BILLING AND CLINICAL DOCUMENTATION

INFORMATION MANAGEMENT SYSTEM SERVICES

RFP 2023-0600-5230—0621-102

ISSUED JULY 31, 2023

THE DEPARTMENT OF HEALTH, (DOH), DIVISION OF BEHAVIORAL HEALTH (DBH), IS INITIATING THIS COMPETITIVE REQUEST FOR PROPOSALS (RFP) TO OBTAIN ONE (1) QUALIFIED CONTRACTOR TO PROVIDE DESIGN, DEVELOPMENT, IMPLEMENTATION, MAINTENANCE AND OPERATIONS, AND HOSTING SERVICES FOR A BEHAVIORAL HEALTH MEDICAID BILLING AND CLINICAL DOCUMENTATION INFORMATION MANAGEMENT SYSTEM

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ISSUED BY:

DEPARTMENT OF HEALTH  
DIVISION OF BEHAVIORAL HEALTH

PRIMARY CONTACT:

ANNALISA HAYNIE  
PROCUREMENT OFFICER  
ANNALISA.HAYNIE@ALASKA.GOV  
(907) 465-1695

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**OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.**

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# TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION &amp; INSTRUCTIONS .....</b>	<b>5</b>
SEC. 1.01 PURPOSE OF THE REQUEST FOR PROPOSALS (RFP) .....	5
SEC. 1.02 BUDGET .....	5
SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS .....	6
SEC. 1.04 PRIOR EXPERIENCE .....	6
SEC. 1.05 REQUIRED REVIEW .....	6
SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS .....	6
SEC. 1.07 RETURN INSTRUCTIONS .....	6
SEC. 1.08 PROPOSAL CONTENTS .....	7
SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY .....	8
SEC. 1.010 AMENDMENTS TO PROPOSALS .....	8
SEC. 1.011 AMENDMENTS TO THE RFP .....	8
SEC. 1.012 RFP SCHEDULE .....	8
SEC. 1.013 ALTERNATE PROPOSALS .....	9
SEC. 1.014 NEWS RELEASES .....	9
<b>SECTION 2. BACKGROUND INFORMATION.....</b>	<b>10</b>
SEC. 2.01 BACKGROUND INFORMATION .....	10
SEC. 2.02 SUPPORTED BUSINESS PROCESSES.....	11
SEC. 2.03 PROCESS ALIGNMENT .....	15
<b>SECTION 3. SCOPE OF WORK &amp; CONTRACT INFORMATION.....</b>	<b>18</b>
SEC. 3.01 SCOPE OF WORK .....	18
SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE .....	47
SEC. 3.03 DELIVERABLES.....	47
SEC. 3.04 CONTRACT TYPE.....	52
SEC. 3.05 PROPOSED PAYMENT PROCEDURES .....	52
SEC. 3.06 CONTRACT PAYMENT .....	52
SEC. 3.07 LOCATION OF WORK .....	52
SEC. 3.08 THIRD-PARTY SERVICE PROVIDERS .....	53
SEC. 3.09 SUBCONTRACTORS .....	53
SEC. 3.010 JOINT VENTURES .....	54
SEC. 3.011 RIGHT TO INSPECT PLACE OF BUSINESS.....	54
SEC. 3.012 CONTRACT PERSONNEL.....	54
SEC. 3.013 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES .....	54
SEC. 3.014 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS .....	54
SEC. 3.015 NONDISCLOSURE AND CONFIDENTIALITY.....	55
SEC. 3.016 INDEMNIFICATION.....	55
SEC. 3.017 INSURANCE REQUIREMENTS .....	56
SEC. 3.018 TERMINATION FOR DEFAULT.....	56
<b>SECTION 4. PROPOSAL FORMAT AND CONTENT .....</b>	<b>58</b>
SEC. 4.01 RFP SUBMITTAL FORMS .....	58
SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS .....	58
SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A) .....	59
SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B) .....	59
SEC. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C) .....	60
SEC. 4.06 APPROACH AND METHODOLOGIES USED FOR THE PROJECT (SUBMITTAL FORM D) .....	61

SEC. 4.07	PROPOSED IT SOLUTION (SUBMITTAL FORM E) .....	61
SEC. 4.08	SUBCONTRACTORS (SUBMITTAL FORM F OF ATTACHMENT 11).....	62
SEC. 4.09	COST PROPOSAL (SUBMITTAL FORM G – ATTACHMENT 12).....	62
SEC. 4.010	DOH IT REQUIREMENTS.....	64
<b>SECTION 5.</b>	<b>EVALUATION CRITERIA AND CONTRACTOR SELECTION.....</b>	<b>65</b>
SEC. 5.01	SUMMARY OF EVALUATION PROCESS.....	65
SEC. 5.02	EVALUATION CRITERIA .....	65
SEC. 5.03	SCORING METHOD CALCULATION .....	66
SEC. 5.04	EXPERIENCE AND QUALIFICATIONS (10%) .....	67
SEC. 5.05	UNDERSTANDING OF THE PROJECT (15%) .....	68
SEC. 5.06	APPROACH AND METHODOLOGIES USED FOR THE PROJECT (12.5%).....	68
SEC. 5.07	PROPOSED IT SOLUTION (12.5%).....	69
SEC. 5.08	DEMONSTRATION (10%).....	69
SEC. 5.09	CONTRACT COST (COST PROPOSAL) (30%) .....	70
SEC. 5.010	ALASKA OFFEROR PREFERENCE (10%) .....	70
SEC. 5.011	OFFEROR NOTIFICATION OF SELECTION .....	71
<b>SECTION 6.</b>	<b>GENERAL PROCESS INFORMATION .....</b>	<b>72</b>
SEC. 6.01	INFORMAL DEBRIEFING .....	72
SEC. 6.02	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES .....	72
SEC. 6.03	SITE INSPECTION .....	72
SEC. 6.04	CLARIFICATION OF OFFERS .....	73
SEC. 6.05	DISCUSSIONS WITH OFFERORS .....	73
SEC. 6.06	EVALUATION OF PROPOSALS .....	73
SEC. 6.07	CONTRACT NEGOTIATION .....	73
SEC. 6.08	FAILURE TO NEGOTIATE.....	74
SEC. 6.09	OFFEROR NOTIFICATION OF SELECTION .....	74
SEC. 6.010	PROTEST .....	74
SEC. 6.011	APPLICATION OF PREFERENCES .....	75
SEC. 6.012	ALASKA BIDDER PREFERENCE.....	75
SEC. 6.013	ALASKA VETERAN PREFERENCE .....	76
SEC. 6.014	ALASKA OFFEROR PREFERENCE .....	76
SEC. 6.015	FORMULA USED TO CONVERT COST TO POINTS .....	76
SEC. 6.016	EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES .....	77
<b>SECTION 7.</b>	<b>GENERAL LEGAL INFORMATION .....</b>	<b>79</b>
SEC. 7.01	STANDARD CONTRACT PROVISIONS .....	79
SEC. 7.02	QUALIFIED OFFERORS .....	79
SEC. 7.03	PROPOSAL AS PART OF THE CONTRACT .....	79
SEC. 7.04	ADDITIONAL TERMS AND CONDITIONS .....	79
SEC. 7.05	HUMAN TRAFFICKING .....	79
SEC. 7.06	RIGHT OF REJECTION.....	80
SEC. 7.07	STATE NOT RESPONSIBLE FOR PREPARATION COSTS.....	80
SEC. 7.08	DISCLOSURE OF PROPOSAL CONTENTS .....	80
SEC. 7.09	ASSIGNMENTS .....	81
SEC. 7.010	DISPUTES .....	81
SEC. 7.011	SEVERABILITY .....	81
SEC. 7.012	SUPPLEMENTAL TERMS AND CONDITIONS.....	81
SEC. 7.013	SOLICITATION ADVERTISING.....	81
SEC. 7.014	FEDERALLY IMPOSED TARIFFS .....	81

**SECTION 8. ATTACHMENTS ..... 83**  
**SECTION 9. SERVICE-LEVEL AGREEMENTS ..... 84**  
**SECTION 10. GLOSSARY OF ACRONYMS AND TERMS ..... 91**

## Section 1. INTRODUCTION & INSTRUCTIONS

### Sec. 1.01 PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

#### (a) PURPOSE STATEMENT

The Department of Health (DOH) Division of Behavioral Health (DBH or Division) is initiating this competitive RFP to obtain one (1) qualified Contractor to provide design, development (including configuration), and implementation (DDI); maintenance and operations (M&O); and hosting services for an integrated and comprehensive behavioral health information management system, including a Certified Electronic Health Record Technology (CEHRT) electronic health record (EHR) component (subsequently referred to as the “[information technology] (IT) solution”) that is intuitive, modern, and efficiently serves users across a continuum of statewide behavioral health and ancillary services. Section 3 Scope of Work and related information in Section 8 Attachments provides the detailed requirements of the IT solution and associated services DBH seeks.

#### (b) PROJECT VISION AND GOALS

Although DBH’s legacy Alaska Automated Information Management System (AKAIMS) has supported DBH’s service delivery needs and allowed the Division to provide critical benefits to clients in the last 19 years, DBH has elected to explore ways a modernized system can help DBH meet the current and future needs of the Division.

DBH’s vision for the project is that DBH has an integrated and comprehensive behavioral health IT solution that is intuitive, modernized, and efficiently serves users across a continuum of statewide behavioral health and ancillary services.

DBH seeks to implement a modern IT solution to help achieve the following goals:

1. Reduce administrative burden;
2. Improve efficiency in data processing and maintenance;
3. Improve customer service and the client experience;
4. Improve overall technology services; and
5. Support stronger alignment with Medicaid and other Centers for Medicare & Medicaid (CMS) activities, leading to improved outcomes and compliance.

### Sec. 1.02 BUDGET

DOH has established an anticipated budget of approximately \$6 million for the initial base five (5) year contract, inclusive of all DDI, M&O, hosting, and other services. DOH encourages Offerors to provide innovative strategies, and a proposed IT solution and associated services that fulfill the requirements stated with the Scope of Work, that align with this budget. Offerors should provide justification if costs provided in the Cost Proposal are significantly greater than DOH’s anticipated budget.

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

### Sec. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2:30 pm prevailing Alaska Time on September 29, 2023. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### Sec. 1.04 PRIOR EXPERIENCE

DBH intends to engage a reputable Contractor with extensive behavioral health experience and experience in implementing solutions in the health and human services (HHS) sector. These qualifications may be met via the Contractor's and associated Subcontractor experience listed in the proposal. For offers to be considered responsive, Offerors must meet these minimum prior experience requirements:

1. Minimum of five (5) years of experience with DDI and M&O of behavioral health information management systems similar in scope and scale to the information management system required by DBH.
2. Minimum of three (3) years hosting cloud-based solutions.
3. Minimum of three (3) years providing customer support services.
4. Minimum of three (3) years of experience working with a Substance Abuse and Mental Health Services Administration (SAMHSA) Treatment Episode Data Set (TEDS) Submission Engine that includes both mental health and substance use disorder and/or co-occurring disorder to TEDS. Provide additional information on relevant experience.

An Offeror's failure to meet these minimum prior experience 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. Respondents should send comments concerning defects and questionable or objectionable material in writing and to the procurement officer at least ten (10) 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 the Offeror's proposals upon which the 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. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Annalisa Haynie – PHONE (907) 465-1695, EMAIL: [annalisa.haynie@alaska.gov](mailto:annalisa.haynie@alaska.gov)

### Sec. 1.07 RETURN INSTRUCTIONS

If you are submitting a response through IRIS Vendor Self-Service (VSS), you may ignore the following return instructions.

Proposals must be submitted via email. The technical proposal and cost proposal must be saved as separate PDF documents and emailed to [doh.procurement.proposal@alaska.gov](mailto:doh.procurement.proposal@alaska.gov) as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the Offeror). The 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. Like sending a hard copy proposal, if you are emailing your proposal, the State recommends sending it 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) 465-1695 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

## Sec. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals using Submittal Form A – Offeror Information in Section 8 Attachments.

### (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 IDENTIFICATION (ID)

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five (5) days of the State's request.

**(d) CONFLICT OF INTEREST**

Each proposal shall include a statement indicating whether the firm or any individuals proposed to perform work under the contract resulting from the RFP 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. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY**

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than 10 days prior to the deadline for receipt of proposals.

**Sec. 1.010 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. 1.011 AMENDMENTS TO THE RFP**

If an amendment is issued, it 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 State of Alaska Online Public Notice website.

**Sec. 1.012 RFP SCHEDULE**

The RFP schedule, Table 1, 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 Time.

**Table 1: RFP Schedule**

RFP Schedule	
Activity	Date
RFP issuance	July 31, 2023
Pre-proposal conference	August 10, 2023
Deadline for submission of questions	August 14, 2023
Deadline for State's response to questions	August 28, 2023
Deadline for receipt of proposals at 2:30PM Alaska Standard Time	September 29, 2023

RFP Schedule	
Proposal Evaluation Committee (PEC) evaluation completion	November 2, 2023
State of Alaska issues Notice of Intent to Award	January 8, 2024
State of Alaska issues contract	January 22, 2024
Contract estimated start date	January 26, 2024

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Commissioner of DOH, or the Commissioner's designee, approves the contract. 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 completed by the Contractor, even work completed in good faith, if it occurs prior to the contract start date set by the State.

### Sec. 1.013 ALTERNATE PROPOSALS

Alternate proposals will not be accepted. 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. 1.014 NEWS RELEASES

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

## Section 2. BACKGROUND INFORMATION

### Sec. 2.01 BACKGROUND INFORMATION

DBH is the federally designated State agency responsible for providing a continuum of statewide mental health and substance use services ranging from prevention and screening to brief intervention through acute psychiatric care. The mission of DBH is to manage an integrated and comprehensive behavioral health system based on sound policy, effective practices, and partnerships. DBH has a commitment to improving the quality of life of Alaskans through the right service to the right person at the right time. The central purpose of the Division is to provide a continuum of statewide behavioral health services (mental health and substance use) ranging from prevention and screening to brief intervention and acute psychiatric care.

DBH currently uses AKAIMS as its primary behavioral health IT and data management system. Developed for the State in 2004, AKAIMS serves a dual purpose:

1. As an information management system, AKAIMS enables DBH and its stakeholders to collect data for State and federal reporting requirements, such as reporting on a quarterly basis, submitting TEDS reports, fulfilling Government Performance Results and Modernization Act (GPRA) data needs, and meeting requirements for the Mental Health Block Grant (MHBG), the Substance Abuse Block Grant (SABG), and National Outcome Measures (NOMs).
2. As an EHR, AKAIMS offers providers a Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42-CFR part II compliant management tool on a secure, web-based framework.

AKAIMS is built on the FEI System's Web Infrastructure for Treatment Services (WITS) platform to create a single, web-based application and database. Over the years, multiple state-specific enhancements were purchased and developed to create an enterprise solution for the State that encompasses multiple areas of data collection for various federal reporting requirements, EHRs, and Medicaid billing. Although the System has undergone enhancements, changing technology in the industry creates the need to implement a modern IT solution to achieve DBH's project vision and goals.

In early 2022, DBH contracted with a third-party vendor to conduct a needs assessment. The needs assessment was completed in June 2022 and was one of the inputs into this RFP. The purpose of the needs assessment was to:

1. Evaluate the current and desired future environment of AKAIMS related to DBH's Medicaid billing and clinical documentation management processes and supporting technologies;
2. Identify strengths and challenges in the current environment and opportunities for improvements in the future environment based on stakeholder input, best practices, and emerging technologies;
3. Begin to define the desired future environment—including high-level business process improvements for select processes—and the project vision and goals; and
4. Provide recommendations for how the DBH might preserve strengths in the current environment, address challenges currently impacting DBH stakeholder needs, and achieve its vision for the future—in alignment with other strategic initiatives.

In conjunction with the needs assessment, DBH documented the IT solution functional and technical requirements and developed a Requirements Traceability Matrix (RTM). Additionally, DBH developed future-

state business process maps for select business processes. Offerors can find these documents in Section 8 Attachments.

## Sec. 2.02 SUPPORTED BUSINESS PROCESSES

The IT solution requested by this RFP must support business processes related to behavioral health across multiple categories, including (but not limited to) the client journey, billing, and reporting. This section describes several key desired future-state business processes, and business process maps for select business processes are available in Section 8 Attachments.

DBH has provided information for select key business processes to help Offerors understand DBH’s potential desired future-state, however Offerors should not interpret the business processes to be comprehensive, all-inclusive, or final. DBH’s expectation is that the Contractor will validate, further refine, and elaborate on the business process information provided in this RFP during the design phase of the project.

### (a) CLIENT JOURNEY

The client journey focuses on how clients and their care teams interact to resolve behavioral health issues and to increase the client’s overall wellbeing. In the State of Alaska, the behavioral health care team may include the client’s caregivers, treatment providers, social service organizations, case managers, parole officers (serving as case managers), therapeutic courts, and peer support.

To inform the RTM, the State defined the future-state Episode of Care (EOC) business process, which begins with intake and ends with discharge, i.e., when a client is no longer receiving behavioral health services from their provider/agency. This EOC supports clients and providers/grantees who offer treatment as part of the State of Alaska Continuum of Care. EOCs are agency-specific, and therefore clients may experience concurrent EOCs when they receive treatment from multiple agencies. The steps or stages vary by program and provider, but often include:

1. Screening;
2. Intake and Assessment;
3. Admission;
4. Treatment (one or more encounters); and
5. Discharge.

The State oversees additional programs that follow similar business processes, including the Therapeutic Court Program, the Alcohol Safety Action Program (ASAP), and other social services.

The Therapeutic Courts Program business process begins with assessments and ends with the participant’s graduation or discharge from the program. There are multiple therapeutic courts: Veterans Court, Mental Health Court, Driving Under the Influence/Drug Courts, and Family Court. Eligibility varies per program. The high-level steps include:

1. Assessments;
2. Admission;
3. Service Referrals;

4. Activity Monitoring; and
5. Graduation or Discharge.

The ASAP Program business process begins with intake and ends with successful completion or a letter of noncompliance. The high-level steps or stages of this business process include:

1. Intake;
2. Referral/Notification to Agency;
3. Case Management During Treatment;
4. Assessments/Notes; and
5. Completion or Noncompliance.
6. Payment Management

Other social services programs follow similar business processes and can include therapy, supportive employment, housing assistance, peer support, and drop-in centers.

#### (b) BILLING

The billing area focuses on reducing the administrative burden and increasing resources for all stakeholders, including clients, caregivers, providers, State administrators, and program managers. According to stakeholders, the biggest challenge in the billing area is claims processing. To support Alaska, the IT solution needs to support two types of claims: insurance claims and claims submitted to the State for state-funded services.

Most future-state Billing business processes describe the back-office work required to support automated interactions with insurance claims processors. Billing business processes include Eligibility Determination; Service Authorization; Client Payments; Claims Processing; and Claims Rollups and Reversals.

For state-funded claims, the State serves as the claims processor, administering Individual Service Agreements (ISAs) that allow providers to request and receive reimbursement for social services provided to clients, such as assistance with housing or transportation. The solution must also support the submittal and adjudication of ISA claims or any other type of state-funded claim that the State may wish to decide in the future. Individual billing processes are described below, and process maps are available in Section 8 Attachments. The solution must accommodate various billing models, which could evolve over time. Common models include fee-for-service, episodic and per diem billing. Per-member-per-month billing models, such as the one used by Indian Health Services, must also be supported.

The Eligibility Determination business process begins with a client who has provided insurance coverage information and ends with a determination whether the client is eligible for coverage from one or more insurers. The high-level steps or stages of the process vary by client, agency, and insurer(s), but typically include:

1. Client Insurance Data Collection;
2. Eligibility/Benefit Inquiry (from billing entity to insurers);
3. Eligibility/Benefit Response (from insurers to billing entity); and
4. Corrective Action by Client (e.g., corrected data or becoming current with premiums) – optional.

The Service Authorization business process begins with a client who needs service and ends with a determination whether required service(s) are wholly or partially covered under an insurance plan. The high-level steps of the process vary by provider/agency and insurer, but might include:

1. Review of Existing Authorizations (e.g., soft caps for Medicaid);
2. Authorization Inquiry (from billing entity to insurers);
3. Authorization Response (from insurers to billing entity); and
4. Authorization Appeals and Responses (billing entities and insurers) – optional.

From an IT solution perspective, the Eligibility Determination and Services Authorization may occur concurrently.

The Client Payments business process begins with the conclusion of a billable service and ends with a client payment. The high-level steps of the business process vary by agency and insurer, but might include:

1. Invoice Generation;
2. Write-Offs for Prior Debt and/or Sliding Fee Adjustments;
3. Claims Submissions;
4. Payment Remittances and Explanation of Benefits (EOB) Statements;
5. Invoice Adjustments and Approval;
6. Client Billing; and
7. Client Payment.

The Claims Processing business process begins with the submission of a claim and ends with a payment remittance or a claim denial. The high-level steps of the business process vary by agency and insurer, but typically include:

1. Claims Submission;
2. Claims Rejection (often due to inaccurate or missing data, formatting issues) – optional;
3. Resubmittal of Corrected Claim (if needed) – optional;
4. Claims Adjudication;
5. Payment Remittance and EOB (for successful conclusion); and
6. Claim Denial (for unsuccessful conclusion).

The Claims Rollups and Reversals business process is a sub-process of Claims Processing. This scenario occurs when a client receives multiple services from the agency on the same day and the solution must roll them into a single claim. The process has two entry points: the provider is notified that an encounter note is past due, or the provider's Billing team is notified of a claim reversal. The process ends when a claim or a claim reversal is created, as appropriate, and included in the next billing batch. The high-level steps of the business process vary by agency, but typically include:

1. Provider Reminders;

2. Encounter Note Submission (to Billing team);
3. Encounter Note Review; and
4. Claim Resubmission or Reversal – as needed.

The ISA Authorizations and Claims Adjudication business process begins with a client who needs goods or services and ends with provider reimbursement payments. ISA funds allow providers/agencies to provide wrap-around services to clients, such as transportation to recovery services or deposits to secure rental housing. At a high-level, this business process may include the following steps:

1. Client Interview and Assessment;
2. Authorization for Services (if needed);
3. Additional Allocation Request (if needed);
4. Additional Allocation Award (if needed)
5. Provision of Services;
6. Reimbursement Requests;
7. Claims Review and Adjudication;
8. Resubmittal of Denied Claims (if needed);
9. Invoice Generation;
10. Remittance Generation; and
11. Payment Receipt.

### (c) REPORTING

The reporting area focuses on business processes related to data quality, external data submission, data requests, and report requests. These business processes emphasize automated workflows to ensure data completion and quality checks with many actors working together, which may include clients, caregivers, providers/agencies, case managers, and program managers.

The reporting business processes extend to include periodic review and error triage of aggregated data sets created primarily for block grant submissions, such as TEDS or GPRA. In the future-state business process, the solution compares these data sets using stored business rules and generates reports that actors can use to review and correct data. The actors reviewing aggregate data may include providers/agencies and block grant data submitters.

The future-state business processes also envision State data stewards who guide stakeholders to the data they seek, whether these are existing data or new data, whose capture requires analysis and planning. Each business process is described in this section, and process maps are available in Section 8 Attachments.

The Data Completion Checks business process begins with a reminder to the client and/or the provider that data are due or past due and ends with an agency-specific action plan to capture past due data, if needed. Business process steps may vary by agency or program, but typically include:

1. Client and/or Provider Reminders;
2. Client Data Submission;
3. Case Manager Assistance (if needed);
4. Notice that Agency Data are Past Due (if needed); and
5. Agency-Specific Action Plan (if needed).

The External Data Submission business process begins with an aggregate data set generated for review and ends with a process actor submitting that data. However, the process defines slightly different flows for different data sets, including agency data, TEDS/URS data, agency-specific GPRA data and SAMHSA Performance Accountability and Reporting System (SPARS)/GPRA data. Business process steps may vary by data set, but typically include:

1. Data Set: Download or Generation (if needed);
2. Periodic Data Review;
3. Data Corrections (if needed); and
4. Data Submission or Upload.

The Data and Reports Requests business process begins with a request for specific data or a specific report, and ends with the provision of the requested item, or a handoff to other business processes that will fulfill the request, such as Data Governance, Help & Training, or Report Development. Business process steps vary by request, but typically include:

1. Data or Report Request;
2. Recommendation to Access Existing Report or Data (if appropriate);
3. Report Configuration (if report data are within solution);
4. Requirements Capture for New Data Requirement (if needed); and
5. Requirements Capture for New Report (if report requires multiple data sources/data mart).

## Sec. 2.03 PROCESS ALIGNMENT

In alignment with the project vision and goals in Section 1.01, the business processes identified in Section 2.02 Supported Business Processes will support DBH leadership in achieving their goals in the future-state. Each future-state business process contains objectives, themes, and supporting features that are unique to each business process and are designed to assist DBH in achieving its goals. The objectives, themes, and supporting features for the Client Journey include, but are not limited to:

1. Objectives: Reduce administrative burden through communication and collaboration, improve customer service and the client experience by providing a seamless user experience, and improve overall technology services through visual indicators and to-do lists
2. Themes: Collaboration, self-determination, treatment of a whole person, transparency, visual indicators of progress, next steps/to-do lists, integrated referrals, streamlined workflows, and role-based functionality

3. Supporting Features: client portal, provider/agency portal, case/program portal

The Client Journey is designed to allow clients to seamlessly upload and disclose information with an uninterrupted process that also provides a level of confidentiality to not leave the client feeling overwhelmed. Custom surveys will need to be available to clients to answer questions online to meet GPRA, TEDS, SABG, and MHBG reporting requirements. To decrease administrative burden, clients will need to be able to upload their contact information, life domains, and insurances through the client portal, as well as be able to self-pay in the client portal for case managers to access invoices, EOB, and all other client-related data.

The objectives, themes, and supporting features for the future-state Billing business process include, but are not limited to:

1. Objectives: Increase client billing transparency and the IT solution's ability to handle transactions
2. Themes: Transparency, visual indicators, maximizing revenue and resources; auto-triggered vendor maintenance/support for rejections due to formatting errors and incorrect business rules; seamless functionality and workflows for all the following: eligibility checks, coordination of benefits, authorizations, claims, processing, EOB, client billing, sliding fee payments, write-offs calculations and reporting; and ISA claims and adjudication
3. Supporting Features: Debt write-offs, maintaining payment record, credential requirements, sliding fee payments, and ISA claims and adjudication

The future-state Billing business process will reduce administrative burden by automating private insurance claims transactions, notifying users of human error and/or automatically configure resolution (if necessary), and allowing clients to self-pay for courses and services.

The objectives, themes, and supporting features for the future-state Reporting business process include, but are not limited to:

1. Objective: Generate high-quality, accurate, and timely data for reporting purposes
2. Themes: Role-based access, collaboration, transparency, ongoing quality checks, report workflows, auto-generated reports, next steps/to-do lists
3. Supporting Features: Auto-generated reports, to-do lists, case/program portal, provider/agency portal

Additional components/features are:

1. Upload contact information (e.g., life domains, insurances);
2. Confirm or change agencies/providers;
3. Provide HIPAA/linked consents;
4. Self-refer to other social services;
5. Access Invoices and EOB;
6. Pay bills via credit card or Automated Clearing House (ACH) payments;
7. Clients/caregivers can access and update the client portal/view via the following:

- a. By cell phone, personal computer, or secure terminal in provider's office;
- b. Without assistance or with assisted entry from provider's office; and
- c. With assistance from a case manager.

## Section 3. SCOPE OF WORK & CONTRACT INFORMATION

### Sec. 3.01 SCOPE OF WORK

#### (a) OVERVIEW

The purpose of this RFP is to obtain one (1) qualified Contractor to provide DDI services for an integrated and comprehensive behavioral health information management system (also referred to as an IT solution), including a CEHRT EHR component that is intuitive, modern, and efficiently serves users across a continuum of statewide behavioral health and ancillary services

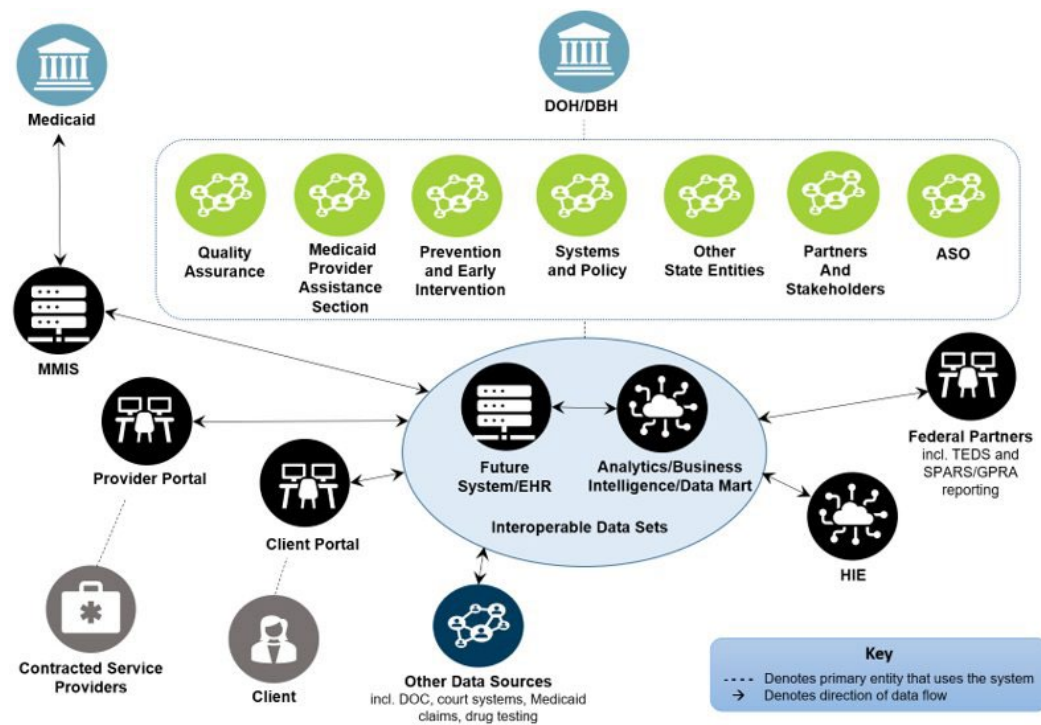
The successful Offeror to this RFP will also provide M&O, hosting, and customer support services after the successful implementation of the System for the remainder of the base five (5) year contract period. An additional five (5) one (1)-year contract extensions may be awarded at DBH’s discretion. The total term of the contract may not exceed ten (10) years.

DBH expects the modern System to consist of existing technology platform(s), such as a system transferred from another state, a commercial off-the-shelf (COTS) system, software as a service (SaaS), or a combination thereof. The services required from the Contractor include developing and/or configuring the system to fit the needs of the system requirements as defined in the RTM and in the future-state business process maps.

The modern IT solution will support a delivery model that enables DBH staff and community partners to be more accurate, timely, and efficient in delivering program services to State residents.

Figure 1 demonstrates a potential future-state systems’ map, inclusive of a highly interoperable IT solution supporting several DBH sections and other State entities, along with a client and provider portal.

**Figure 1: Potential Future-State Systems’ Map**



The future IT solution:

1. Must be vendor-hosted and cloud-based, and will:
  - a. Include enhanced disaster recovery capabilities;
  - b. Align with federal and State privacy and security standards;
  - c. Feature vendor-managed maintenance, updates, patches, and upgrades; and
  - d. Include Service-Level Agreements (SLA) for the Contractor.
2. Must allow for DBH-specific configuration without software code customization and without always requiring vendor intervention. This might apply to:
  - a. Automated business rules;
  - b. Automated alerts;
  - c. Automated workflows; and
  - d. Drop-down and pick lists.
3. Must enable information sharing and coordination across departments, units, programs, care teams, and providers. This will help:
  - a. Reduce redundant effort and improve efficiency;
  - b. Minimize duplicate data entry; and
  - c. Leverage integrated data to improve outcomes.
4. Must be intuitive for end users, helping to make their jobs easier and helping to avoid redundant efforts.
5. Must include configurable analytics tools. Desired features include:
  - a. Flexible, role-specific dashboards;
  - b. Performance, process, and outcomes measures;
  - c. Data visualization; and
  - d. Integration of data from multiple sources.
6. Must help stakeholders perform their jobs more effectively and efficiently. Features and functionality mentioned by stakeholders include:
  - a. Client portal;
  - b. Robust provider portal;
  - c. Automated waitlist management;
  - d. Critical incidents management;
  - e. Automated workflows and business rules;

- f. Flexible searching;
  - g. Effective billing functionality for more programs and services;
  - h. Integration with ASAM-approved tools; and
  - i. When used as an EHR, improved functionality for treatment plans, life domains, drug testing management, medications management, and assessments.
7. Must assume and enable electronic integrations with a wide range of data sources, including EHRs, using a variety of formats.

#### (b) ASSUMPTIONS FOR THE SCOPE OF WORK

Assumptions are premises about the business, policy, technical, and/or project environment that may influence the Scope of Work and/or an Offeror's proposal to this RFP. Assumptions Offerors should consider when reviewing and responding to this RFP include:

1. The proposed system might be transferred from another state, a COTS system, SaaS, or a combination thereof. In addition, DBH acknowledges that Offerors may have innovative and creative approaches to performing the Scope of Work requested in this RFP based on evolving industry best practices and knowledge gained from experiences providing similar services to other customers. Therefore, DBH encourages Offerors to share alternative approaches to achieve DBH's goals and to deliver the services requested in this RFP in a cost-competitive manner.
2. The proposed system will align with CMS' Seven Standards and Conditions, including the latest Medicaid Information Technology Architecture (MITA) standards and requirements, and advance increasingly MITA maturity for the business, architecture, and data, in compliance with the MITA State Self-Assessments.
3. To the extent feasible, the Contractor will apply human-centered design principles, as defined by the International Organization for Standardization throughout the software development life cycle (SDLC).
4. Although DOH has engaged in high-level business process redesign and requirements gathering in preparation for this procurement, DOH expects that the Contractor will engage in significant additional joint review sessions to further define the System's functional requirements and technical requirements.
5. Tasks, deliverables, and deliverable content described in the Scope of Work are minimum requirements.
6. DBH has identified certain Offeror roles as key personnel. However, DBH requires Offerors to propose the other key personnel roles that Offerors believe are needed to successfully achieve DBH's goals and to deliver the services requested. Offerors must describe the mix of staff roles, skills, and experience that they believe will best meet or exceed DBH's requirements.
7. The system must be hosted through a cloud vendor located and based within the United States.
8. The Contractor must coordinate with the State of Alaska Office of Information Technology network management staff to define new security boundaries and connection requirements between the cloud-based system and DBH and community partner staff.
9. Tasks identified in the Scope of Work may occur concurrently or in a different order based on Offeror's proposals, under a DOH-approved plan.

10. Tasks identified in the Scope of Work may be combined or modified based on mutual agreement by the Contractor and DBH.
11. DBH will own any non-proprietary (copyrighted) source code custom developed by the Contractor as part of the Scope of Work. The Contractor must specify each proprietary component and the owner of the software used in the system. Software not designated as proprietary will be the property of DBH. A Software Escrow Agreement detailing events that will trigger transfer of source code ownership to DBH, the terms of which will be acceptable to DBH, will govern the administration of COTS source code related to the Scope of Work, if any.

### (c) IT SOLUTION AND CONTRACTOR REQUIREMENTS

#### (I) FUNCTIONAL REQUIREMENTS

Attachment 13: IT Solution RTM enumerates the detailed functional requirements of the IT solution. Functional requirements are grouped into categories and subcategories to help with organization; however, any individual functional requirement may be applicable to multiple business processes.

Offerors must indicate alignment with functional requirement categories by following the instructions provided in Section 4.07 Proposed IT Solution and the first tab of the IT Solution RTM in Section 8 Attachments. The functional requirements categories defined by DOH include:

- Admission, Discharge, Transfer (ADT)
- Assessment Screening and Referral
- Client Management
- Client Notes
- Client Portal
- Clinical Documentation
- Consent Management
- Court Evaluation
- Computerized Provider Order Entry (CPOE)
- Document Imaging and Transcription
- Eligibility Management
- Event Management
- Financial Management
- General
- Medication Administration
- Notifications/Alerts
- Pharmacy
- Provider Management
- Provider Portal
- Quality Management
- Reporting and Analytics
- Service Management
- Treatment Plan Management

## (II) TECHNICAL REQUIREMENTS

Attachment 13: IT Solution RTM enumerates additional detailed functional and technical requirements of the IT solution. Technical requirements are grouped into categories and subcategories to help with organization; however, any individual functional requirement may be applicable to multiple business processes.

Offerors must indicate alignment with technical requirement categories by following the instructions provided in Section 4.07 Proposed IT Solution and the first tab of the IT Solution RTM in Section 8 Attachments. The technical requirements categories defined by DOH include:

- Architecture and Performance
- Audit and Compliance
- Configuration
- Conversion and Migration
- Data Governance
- Data Integration
- Security
- Validation Checks
- Workflow Management

Offerors must note that Attachments 1, 2, 3, 4 and 5 include DOH enterprise-wide IT requirements and are referenced in Attachment 14 (Required Vendor Response – DOH IT Requirements). The Functional and Technical Requirements tabs of Attachment 13 (IT Solution RTM) includes additional DBH-specific requirements for the IT solution. DOH expects that the Contractor will adhere to applicable requirements in Attachments 13 and 14 and that the Contractor will adhere to the more stringent requirement, should any requirements exist across more than one document and conflict.

## (III) FEDERAL COMPLIANCE AND CERTIFICATION REQUIREMENTS

Compliance with federal requirements is essential to the success of the project. DOH is actively engaged with CMS to ensure that DOH remains in compliance with all federal rules and regulations. DOH is also committed to ensuring that the System is capable of meeting certification and other regulatory requirements set forth by the federal government.

The Contractor must comply with, and maintain, all federal standards and requirements including, but not limited to the:

1. Latest version of MITA;
2. Streamlined Modular Certification (SMC) process, including approaches such as Outcomes-Based Certification (OBC);
3. CMS' Conditions and Standards as established in State Medicaid Director letter #16-009;
4. Federal regulations governing confidentiality of alcohol and drug abuse patient records information per 42 CFR Part 2;
5. Security/interface and disaster recovery requirements in accordance with CMS and the Center for Consumer Information and Insurance Oversight requirements;

6. The Office of the National Coordinator for Health Information Technology (ONC) CEHRT requirements (for the EHR);
7. 21st Century Cures Act, Health Information Technology for Economic and Clinical Health Act (HITECH), and updated rules associated with HIPAA; and
8. Other federal requirements for all DDI and M&O tasks and deliverables.

The Contractor must provide a Federal Certification and Review Management Plan and proof of System compliance, including Federal Certification and Review Supporting Documentation. The Contractor must also ensure that the proposed and implemented System meets CMS and other federal partner certification requirements required to ensure enhanced Federal Financial Participation (FFP) where enhanced funding is available, and normal FFP where enhanced match rates are unavailable. The Contractor must warrant that certification will be available and retroactive to the first day of System operations to ensure full FFP.

#### (IV) OTHER STATE REQUIREMENTS

The Contractor must adhere to other State requirements and comply with State standards, to the extent they apply, including:

1. DOH IT Requirements in IT Reference A – DOH IT Requirements, hereinafter referred to as IT Reference A (See Attachment 1 in Section 8 Attachments);
2. DOH Project Management Requirements in IT Reference B – DOH Project Management Requirements hereinafter referred to as IT Reference B (See Attachment 2 in Section 8 Attachments);
3. DOH IT Standards in IT Reference D – DOH IT Standards (See Attachment 3 in Section 8 Attachments);
4. DOH Data Destruction Standards in IT Reference F – Data Destruction Information and References (See Attachment 4 in Section 8 Attachments); and
5. State Department of Administration (DOA) Division of Enterprise Technology Services (ETS) IT Standards (found online here: [http://doa.alaska.gov/ets/plan/SOA\\_ITStandards.pdf](http://doa.alaska.gov/ets/plan/SOA_ITStandards.pdf) and <http://doa.alaska.gov/ets/plan/standards.html>).

#### (V) SYSTEM DEVELOPMENT LIFECYCLE TOOL (SDLC) REQUIREMENTS

The Contractor must use industry standard tools to support the SDLC. SDLC tools include, but are not limited to the following. As described in IT Reference B, information developed by the Contractor as part of DDI and other activities must be exportable to DOH tools, including but not limited to the DOH SharePoint Project Site and/or the DOH Microsoft (MS) Azure DevOps Services.

1. Application Lifecycle Management (ALM) toolset to support all DDI and M&O tasks and services. This must include requirements management tools to document each of the detailed requirements, any changes that adjust or expand each detailed requirement, and the System component(s) required to implement each detailed requirement. The Contractor and DOH will use this ALM toolset to:
  - a. Track and provide the status of each requirement from definition through acceptance;
  - b. Track test cases and test results linked to specific requirements;

- c. Track well-formed user stories in accordance with an agreed upon template, method, and/or format; and
  - d. Track known defects and defect statuses linked to specific requirements; the Contractor must document the approach, processes, and roles and responsibilities related to use of ALM tools in the Master Project Management Plan.
2. Ticket tracking tool to support user entry and monitoring of System defects and other identified System problems.
3. Source Code Management (SCM) tool to store and manage multiple versions of computer programs and files. Together, the ALM and SCM tools must contain the source code and technical documentation. DOH expects the Contractor to document the approach, processes, and roles and responsibilities related to use of the SCM tool in the System Design/Configuration Roadmap. An SCM tool in a format acceptable to DOH must be provided for source code included under any Software Escrow Agreement, if applicable.
4. Database Management System (DBMS) to manage the System databases. The Contractor must leverage the DBMS for data retrieval, management, modification, and creation. Use of DBMS must be documented in the Database Development Plan.
5. Automated testing tools to execute test cases automatically and produce test results without any human intervention. Automated test tools must help ensure a new build or change does not affect previously working functionality. The Contractor must document the approach, processes, and roles and responsibilities related to use of automated testing tools in the System Test Plan.
6. Configuration management tools to accurately manage configurations, configuration dependencies, and configuration changes, and automate deployments during the design, development, and testing phases of the project. The configuration management tool must control changes made to hardware, software, firmware, and documentation throughout the solution life cycle.

The Contractor must use and maintain the SDLC tools to perform all tasks within scope of the RFP.

#### (d) APPROACH TO SCOPE OF WORK

This section provides a high-level overview of the anticipated tasks the Contractor will need to perform associated deliverables the Contractor will need to deliver to successfully per the required Scope of Work and IT solution. Tasks might not occur in the sequence provided and/or might overlap. Section 3.03 includes associated deliverables. DOH IT Requirements addressed in Section 8 Attachment 1: IT Reference A and DOH Project Management Requirements addressed in Section 8 Attachment 2: IT Reference B provide additional information related to the tasks.

The Contractor will notify DOH in writing, upon completion of each task and after deliverables have been updated in accordance with the requirements, that any associated entrance and exit criteria for a task have been met and the Contractor and System are ready for the next task.

#### **Task 1: Perform Project Initiation and Hold Kickoff Meeting**

The Contractor must facilitate a project kickoff meeting that conforms to the requirements in both IT Reference A – Section 3.2.2 and IT Reference B – Section 3.4.3 within thirty (30) calendar days after contract award or a mutually agreed upon date.

**Task 2: Conduct Project Planning**

1. In addition to—and in alignment with—IT Reference B – Section 1.1, the Contractor must incorporate standards and guidance from *A Guide to the Project Management Body of Knowledge (PMBOK® Guide)*. The updated Master Project Work Plan/Schedule and Master Project Management Plan, which conform to both IT Reference A – Section 3.7.2.1 and IT Reference B – Section 3, must be submitted within thirty (30) calendar days of the contract award. The Contractor must update the plan as needed throughout the project.
2. Entrance and exit criteria for all project phases must be incorporated into the Master Project Management Plan. The Contractor must produce draft criteria for DOH consideration to establish task-specific entrance and exit criteria prior to proceeding beyond project planning.

**Task 3: Provide Ongoing Project Management**

1. The Contractor must perform ongoing project management throughout the duration of the project, in alignment with PMBOK® and the requirements in IT Reference B.
2. The Contractor must provide a written Weekly Status Report Summary delivered to DOH by the date and time mutually agreed upon by the Contractor and DOH during project initiation. Weekly Project Status Reports must include, but not be limited to, the requirements outlined in IT Reference B.
3. The Contractor must facilitate weekly project status meetings with DOH project team. The Contractor and DOH will hold the status meetings in conjunction with the delivery of written status reports. Attendance might be in person or via teleconference as agreed upon with DOH. Project status meetings must follow an agenda mutually developed by the Contractor and DOH. The agenda might include review and discussion of previous meeting minutes (including approval), and the following:
  - a. Project status;
  - b. Accomplishments’
  - c. Off-schedule activities and plans for resolving off-schedule activities;
  - d. Upcoming activities and resource requirements;
  - e. Action items closed since the last reporting period, including resolutions;
  - f. New, in progress, and past due action items;
  - g. Project risks and issues logs, including status of outstanding risks and issues and their mitigation and resolution;
  - h. Quality assurance (QA) status;
  - i. Change management status;
  - j. Next meeting date; and

- k. Other issues or topics that either the Contractor or DOH wish to add to the agenda.
3. The Contractor must take minutes and provide them to meeting participants within three (3) business days after the meeting.
4. The Contractor must provide a Monthly Report to DOH, delivered to DOH by the date and time mutually agreed upon by the Contractor and DOH during project initiation, and must facilitate a monthly status meeting. The primary purpose of the meeting is to provide an update on project progress; review project progress and any risks and issues affecting the project scope, schedule, budget, and quality; and to allow DOH to advise the project team on key project decisions. The Contractor must prepare a presentation in MS PowerPoint (or similar) format and supporting materials (as necessary) and must distribute all materials to attendees at least two (2) days prior to the meeting.

#### **Task 4: Perform System Requirements Analysis and Design**

The Contractor must review, validate, and refine the System requirements (e.g., functional, technical, and interface) and finalize the baseline System specifications in accordance with DOH requirements. The Contractor must combine all refined requirements identified during requirements analysis into the baseline System design. Additionally, the Contractor must use detailed requirements as the blueprint for all development, configuration, testing, and implementation activities. In addition to IT Reference B – Section 3.1.1, the Contractor must perform the following activities.

1. The Contractor must develop a System Design/Configuration Roadmap that describes the protocols and methodologies the Contractor will use to plan, design, develop, test, and deploy the System. The guide must also detail the Contractor's approach to configuration, architecture, and integration modifications of the System and the associated activities that need to be performed. It must include a requirements refinement strategy documenting how the Contractor will identify new System requirements, review existing requirements, document and validate requirements, analyze and refine the requirements, and adhere to industry standards for requirements management. The Contractor will also develop a Configuration Management Plan that includes the Contractor's configuration management methodology, including approach, tools (ALM and SCM software), hardware and software environments, methods, processes, standards, evaluation criteria, and terminology. The plan must address all components of the System.
2. The Contractor must develop the detailed RTM to include all functional, technical, and interface requirements the System must meet. The Contractor will define requirements using various sources of input, including requirements identified in Attachment 13: IT Solution RTM in Section 8 Attachments. The RTM must show, to a relevant level of detail, the basis for each functional and technical feature of the System. This deliverable must capture the detailed functional, technical, and interface requirements for the System that are correct, complete, clear, consistent, verifiable, modifiable, and traceable.
3. The Contractor must maintain the RTM throughout the implementation phase to ensure all entries conform to detailed requirements and maintain a clear correlation of the progress toward the established project goals and objectives. The Contractor will refine, expand, and complete requirements through Joint Application Design (JAD) and Joint Technical Design (JTD) sessions and other forms of information collection identified in the Contract. As an outcome of design sessions, the System might have changes dictated by the business needs and mandated by federal or State regulation. The System must track any changes to the System and integrate these changes into the System, as required by DOH.

4. The Contractor must coordinate and facilitate JAD and JTD sessions as part of developing task deliverables and report results. Review sessions must include recommended action items to the DOH project manager and other appropriate project participants and contractors, as identified by DOH. The DOH anticipates that the Contractor will conduct JAD sessions to document functional aspects of the design, and JTD sessions to document technical aspects of the design. The Contractor’s design session responsibilities include:
  - a. Develop a meeting schedule and locations for design sessions in collaboration with the DOH project manager and other DOH-identified project staff members;
  - b. Provide training and coaching to the DOH and other project participants on the purpose, process, and expected results of the sessions; and
  - c. Document the design process, including:
    - i. Capturing all design decisions in the relevant design documents;
    - ii. Documenting risks and issues in the project’s risk/issue log, action items in the action item log, and decisions in the decision log; and
    - iii. Grouping design presentations in a logical manner for clarity of presentation.
5. For Contractor IT solutions with a high degree of configurability, the Contractor must facilitate a joint application configuration review of the System with DOH and designated business and policy stakeholders. During the review, the Contractor must demonstrate and walk through all configurable features and functions of the IT solution and document DOH-preferred configuration specifications. The Contractor must:
  - a. Fully describe how the design must be represented, such as through written specifications, design diagrams, a System prototype, etc.;
  - b. Demonstrate the System functionality in detail;
  - c. Demonstrate the configurable features and functions with DOH and designated business and policy stakeholders;
  - d. Document DOH configuration specifications in detail, identifying technical, functional, and physical characteristics, and properties of key processes;
  - e. Document action items that must be researched and/or resolved by the Contractor to complete configuration planning and design activities; action items must include assigned leads and planned due dates for completion;
  - f. Document decisions that are reached during the facilitated review; and
  - g. Establish the next steps, as needed, to complete configuration planning and design activities.
6. The Contractor must employ configuration management software during the design, development, configuration, and testing phases of the project to manage accurately configurations, configuration dependencies, and configuration changes, and to automate deployments.

**Task 5: Develop and Configure System**

1. The Contractor must develop System Design Documents (inclusive of System Architecture, Entity Relationship Diagrams /Model(s); System Configuration and Parameters; Data Dictionary; Data Design; User Interface Design; Hardware; Software), and a Database Development Plan that establishes the standards and methodology for database and data warehouse development, deployment, operations, and maintenance and other information.
2. The Contractor must implement separate development and test environments. The Contractor must provide documentation for each environment and support the timely acquisition, installation, and configuration of the hardware and software required to develop and host the System.
3. The Contractor must develop, configure, and manage the System configuration and source code in accordance with functional, technical, and other requirements (e.g., security) articulated in the System Design/Configuration Roadmap and System Design Documents, including:
  - a. Configuration and modification of the software components to meet requirements;
  - b. Configuration, modification, or building of State-specific integration components;
  - c. Coding of all new or modified program modules to meet requirements;
  - d. Preparing the System components for integration;
  - e. Facilitating additional design review sessions with DOH-designated staff and other project participants; and
  - f. Updating deliverables to reflect refinements or additional requirements identified during development and configuration, in accordance with the project's change management process.
4. The Contractor must develop and deliver a monthly Defect Remediation Report outlining open and resolved defects throughout relevant DDI and M&O tasks. The report must include the following content:
  - a. Number of resolved and unresolved defects for each defect category;
  - b. Contractor assigned date for each defect;
  - c. Closed date for each defect; and
  - d. Number of defects that exceeded the aging performance standards for resolution within the reporting period.
5. The Contractor must schedule incremental demonstrations of the System tested code with DOH's project staff and stakeholders identified by DOH prior to beginning User Acceptance Testing (UAT). The purpose of the demonstrations is to showcase the development and configuration progress, solicit feedback, and validate the accuracy of functionality in accordance with DOH's requirements.

#### **Task 6: Develop and Implement Security Plan**

1. The Contractor must develop and maintain the DBH Information Management System (IMS) Security Plan based on the NIST 800-53 Revision 4 information security and compliance framework, focusing on NIST 800-66 Revision 1 controls to address moderate-level compliance legal requirements, such as HIPAA and HITECH. At a minimum, the plan must comply with DOH System Security Plan requirements

specified in IT Reference A Section 3.7.2 and IT Reference H, CMS recommendations, and industry standards. The work involves entering security plan information into the State’s Archer system and documenting implementation of specified security controls to the satisfaction of DOH Security Office. These may be independently reviewed by a separately DOH-procured security vendor. The Contractor must be responsive to revising these plans to meet regulatory requirements. Should it be necessary, separate security and privacy sub-plans will be created to support each federal oversight agency.

2. The System Security Plan must summarize how the Contractor will develop and configure the System in accordance with federal and State requirements for information security. The plan will include details of the managerial, technical, privacy, and operational controls, documenting the current level of security implemented within the system and how the Contractor will meet the security controls and requirements specified by federal and State information security policies and standards; describe the Contractor’s security policies and provide copies of the Contractor’s security polices; describe the Contractor’s information security organization; describe the Contractor’s security development life cycle plan for the project and provide other information, as agreed to with DOH.
3. The Contractor will implement the System Security Plan, in alignment with DOH, throughout the SDLC.

**Task 7: Perform Data Conversion and Migration**

1. The Contractor must develop and execute a Data Conversion and Migration Roadmap as outlined IT Reference B – Section 3.1.3 that describes how the Contractor will plan, code, extract, transform, load, test, and validate data conversion and migration processes. The Data Conversion and Migration Roadmap must address provisions for conversion of, at minimum, all records, and data. Conversion and migration of data and information from the existing IT solution into the System includes the testing and validation of migrated data, including comparing historical and migrated data. Data conversion metrics can be found Table 2: Data Conversion Metrics.

**Table 2: Data Conversion Metrics**

Metric Description	Size or Count
Production Database Size	Approximately 600 GB
Distinct Unique Client Numbers	227,5569
Intake Identifiers	345,061
Encounter Records	10,341,891
Security Database Size	Approximately 183 MB
Support Database Size (Including Logging Tables)	Approximately 200 GB
Audit Database Size	Approximately 340 GB

2. This task must ultimately facilitate efficient and timely development and implementation of the System, while maintaining the security and integrity of the System data. The Contractor must analyze the impact conversion will have on the existing State technology ecosystem and business processes and include appropriate remediation strategies in the Data Conversion and Migration Roadmap. This task must comply with protocols established by DOH for electronic transfer of records, be compliant with

requirements documented in the IT System RTM and meet all federal and State laws and regulations concerning the protection of confidential information. It is imperative that the Contractor not comingle production and test data, or, if comingled data exists, correct it or provide recommended solutions to correct it.

3. The Contractor will also develop and implement a Data Conversion and Migration Test Plan and Conversion and Migration Testing Report.

#### **Task 8: Develop Interfaces**

DOH's existing systems currently maintain unidirectional and bidirectional secure data exchanges with multiple partners and systems in a series of formats. DOH expects that the System will establish the same interfaces without interruption and offer an IT solution that allows for the rapid configuration of future integrations as they are identified and defined.

The System must support multiple standard interface types, such as:

1. Application Programming Interface (API) (the preferred method);
2. Health Level Seven (HL7);
3. Extensible Markup Language (XML);
4. JavaScript Object Notation (JSON);
5. Electronic Data Interchange (EDI) (not limited to ANSI X12 standards for 270/271, 835/837 for eligibility and enrollment and healthcare billing and claims); and
6. Delimited files.

In addition, the System must include an API library that provides the ability to design, implement, and manage core APIs. The solution is expected to make considerable use of and default to API for the majority of system-to-system integrations or interfaces.

Attachment 13: IT Solution RTM, Technical Requirements, Category: Data Integration provides a list of interfaces that the System must support.

#### **Task 9: Conduct System Testing**

1. The Contractor must meet requirements for producing a Test Management Plan and System Test Plan as outlined in IT Reference B – Section 3.3.2 through 3.3.4.
2. The Contractor must perform and support testing cycles throughout the project. Those testing cycles might include, but are not limited to, the following:
  - a. Construction and Unit Test;
  - b. System Testing (to demonstrate that applications function correctly on Contractor's hardware in a production-type environment);
  - c. Integration Testing (to demonstrate the workflows function correctly within the production-type environment);

- d. Interface Testing;
  - e. Regression Testing;
  - f. User Acceptance Testing (UAT);
  - g. Operations Readiness Review (ORR); and
  - h. Pilot Testing in the Production Environment.
3. The Contractor must complete a minimum of two (2) test cycles that meet the agreed upon success criteria and must address and resolve all system defects and failures identified in the testing cycles to DOH's satisfaction prior to requesting approval from DOH to proceed to UAT.
  4. In addition, the Contractor must assist DOH and provide other testing-related services as follows:
    - a. Present products for independent testing that are ready for testing. "Ready" means that the Contractor's testing of the product has met the approved specifications;
    - b. Prior to independent testing, present test execution documents that include all test cases, outcomes, workflow outlines, and resolutions if there were problems;
    - c. Conduct a thorough examination of each test case result to verify that the case passes testing to avoid a potential situation prior to UAT where DOH reports that test cases that clearly failed during independent testing were identified as passed by the Contractor;
    - d. Where possible, perform testing at the process level (in addition to the unit level) to demonstrate that a complete business process flows in an integrated process that is free of defects (e.g., the process involving an application would include moving from submission of an inquiry through authorization of services);
    - e. Test and demonstrate the business functionality, as documented in the workflow outlines, within the product functionality prior to releasing the product;
    - f. If applicable and requested by DOH, deliver to DOH available release notes that have been created in conjunction with the release prior to the new release being deployed; and
    - g. Work cooperatively with DOH to develop an efficient test case status reporting process based upon lessons learned earlier in the project, including development of a System Test Documentation and Results Report.

#### **Task 10: Reporting Platform Development**

1. The Contractor must provide a System capable of running dashboards, summary reports, and detailed reports with the ability to drill-down/roll-up.
2. The Contractor must support a non-production reporting platform hosted in the cloud, that gives access to all data elements, including client notes and system scores (e.g., assessment scores) across all programs and divisions. The non-production (e.g., mirrored copy) reporting platform, accessible by DBH, will support reporting against multiple sources of data, such as Minimal Dataset reporting obligations from external behavioral health record systems and future data obligations as required by the State. The Contractor must send as a nightly job updated information in the database(s) to DBH non-production

reporting platform and a second smaller job for Therapeutic Courts to the Alaska Court System non-production reporting platform.

3. The non-production reporting platform will be accessible by third-party business intelligence tools.
4. The Contractor must provide End-User Dashboards for all levels of staff, supervisors, managers, and executives, that that are easily configurable/customizable based on user roles/profiles and functions.
5. The reporting solution will allow:
  - a. Selection of filters (e.g., service, provider, date range); and
  - b. Layout definition, including sorting and grouping requirements.

#### **Task 11: Perform UAT**

1. In addition to IT Reference B – Section 3.3.3, the Contractor must lead UAT to provide an opportunity for DOH users and Contractor staff to determine the adequacy of the System design and functionality and update the RTM.
2. In addition to IT Reference B – Section 3.3.4 through 3.3.6, the Contractor must develop a UAT Plan, inclusive of test cases and scripts, and develop a UAT Results Report. Other requirements include:
  - a. UAT must only be conducted on a fully tested and operations-ready System, including all software features;
  - b. UAT must be conducted in a controlled environment separate from all other environments, using cycle times mutually agreed upon by the Contractor and DOH;
  - c. The Contractor must perform system testing for all change requests, to include regression testing, before changes are introduced into the production environment; and
  - d. The Contractor must conduct demonstrations of system changes that are ready to be moved into the production environment, including but not limited to an online demonstration and a discussion of programs impacted by the system change, and data migration/data conversion transaction performance as specified by DOH.

#### **Task 12: Conduct Training**

The Contractor will conduct most of the user training activities immediately prior to implementation, while making training available to DOH's stakeholders throughout the contract term. DOH requires that staff use preliminary Training Materials during UAT to verify the accuracy, comprehensiveness, understandability, and usability of the materials. The Contractor must update the materials after UAT in response to DOH's feedback and must modify the materials as needed to support changes during implementation.

DOH expects the Contractor to recommend the optimal training model to ensure effective use and adoption of the System. This might include a combination of direct training provided by the Contractor to staff and providers, and a train-the-trainer approach. The training model must cover both initial and ongoing training, using a combination of on-site, web-based and on-demand (video tutorial, etc.) trainings.

1. The Contractor must develop a final Training Plan for review and approval by DOH. The plan must contain requirements in IT Reference B – Section 3.3.7 and must also address the following training topics for all geographic areas of the state:
  - a. Training must discuss approach and scope (including all audience groups);
  - b. Training must collect and document all stakeholders’ feedback throughout the project;
  - c. Training must provide recommendations to DOH on how to incorporate feedback for implementation;
  - d. Training must be tailored to accommodate both beginning and advanced users of common technology (e.g., smartphone, laptop, tablets, telephony);
  - e. Training must include information regarding data collection, HIPAA, and other security laws;
  - f. Training must define the training goals, objectives, and assessment of readiness to use the System;
  - g. Training must define the activity schedule;
  - h. Training must discuss the methods proven effective at providing timely, appropriate training activities for all stakeholders;
  - i. Training must discuss the roles and responsibilities for all stakeholder types;
  - j. Training must provide outreach and training to support the initial implementation of the System;
  - k. Training must provide post-implementation outreach and training activities and frequency throughout the life of the contract;
  - l. Training must provide outreach and training for newly approved and revalidating providers during the onboarding process; and
  - m. Training must identify standardized and ad hoc outreach and training materials.
2. The Contractor must provide System training to a core group of support/technical staff (approximately five (5) individuals), identified by DOH, prior to UAT. The Contractor must provide technical training to agency project resources and others designated by DOH to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.
3. The Contractor must provide comprehensive training for the System to DBH-selected trainers (estimated at 15) at least ninety (90) days prior to System implementation as described in the approved Training Plan.
4. The Contractor must provide comprehensive training for the System to all System users (end users) at least ninety (90) days prior to System implementation as described in the approved Training Plan. There are approximately 1,780 active accounts (accounts without termination dates). Of the active accounts 995 have been used in the last 400 days. The Contractor must also provide the training for users added

after the System has been implemented (estimated at 30 per year) and ninety (90) days prior to major System updates during the contract term.

- a. Provider agencies (approximately 150 people) who will be tasked with training provider staff; and
  - b. DOH staff (up to ten (10) people).
5. The Contractor’s training must be customized to meet the specific training needs of each type of user using the System.
  6. The Contractor must offer and provide user training through a variety of methods to meet the needs of the learner, including accessibility. This must include, but not be limited to, in person, online, guided online seminar, and recorded online seminar.
  7. The Contractor must maintain and update the training environment with current data to use during user training.
  8. The Contractor must develop written Training Materials, including user manuals, for web-based training options. The Contractor must provide courses as necessary to meet the needs of System users. The Training Materials must be compliant policy being issued through the ADA coordinator's office, so the latest info will eventually be posted at <http://doa.alaska.gov/ada/>, and use plain language and graphics.
  9. The Subcontractor must make the Training Materials and user manuals must be available online and in hard copy upon the request of the user.
  10. The Contractor must maintain a record of individuals who have completed the System training. Documentation must include the name of the individual trained, the date of training, and the specific training completed (e.g., for what type of user). The Contractor must upload training records to the designated DOH site in the training folder.
  11. The Contractor must provide information about the status of the completed training (electronically) at the individual, grantee, and DOH levels in a User Training Report. System users, at all levels, must not be granted access to the System until training has been completed.

### **Task 13: Conduct Operational Readiness Review**

The ORR involves a methodical verification process performed in the pre-production (staging) environment prior to proceeding to production implementation. This test occurs after UAT and is designed to ensure the Contractor, DOH, the DOH’s partners, and the System are adequately prepared for production operations. ORR also includes a demonstration and verification of physical security, data security, user profiles setup, and overall IT solution security. The ORR must allow six (6) weeks for testing. Any problems or defects in the application software will be addressed through the problem reporting process followed for all System testing activities. The ORR must also include the CMS operational readiness requirements as defined in the Streamlined Modular Certification for Medicaid Enterprise Systems Certification Guidance Version 1.0 dated April 2022.

1. The Contractor must conduct an ORR in addition to the requirements listed in IT Reference B – Section 3.2.6 prior to statewide implementation of the System. The ORR must validate all operations and hardware, software, and telecommunications aspects of the System. This review must involve comparing all operational components of the System against the ORR checklists.

2. Upon approval by DOH, the ORR Plan and checklists may be changed only if DOH provides written approval.
3. ORR testing must include a volume test of thirty (30) calendar days of production capacity volumes to demonstrate that the System and Contractor staff are prepared for full production.
4. The Contractor must document all issues, problems, and defects identified through the ORR and develop an ORR Results and Readiness Assessment.
5. The Contractor must provide an ORR Solution Demonstration showing full System functionality and verification of System performance and security.
6. The Contractor must develop an ORR Corrective Action Plan (CAP) when an incident or event occurs.
7. The Contractor must document the completion of the ORR CAP.
8. The Contractor must propose solutions for all issues, problems, and defects identified through the ORR.
9. The Contractor must have been granted an Authority to Operate (ATO) by the Office of Information Technology (OIT) Department Technology Officer for DOH and DOH-designated Division Data Owner and DOH Security Officer at least two (2) weeks prior to the scheduled review.
10. Upon direction by DOH, the Contractor must update user manuals and other System documentation. DOH must review and approve all updates.

#### **Task 14: Implementation Planning and Execution**

The objective of the Implementation Planning and Execution task is to develop the Implementation and Rollout Plan and artifacts required to put the tested and operational System into production with minimal disruption to stakeholders.

1. The Contractor must develop an Implementation and Rollout Plan that details the Contractor's approach to implementing the System in production and incorporating all lessons learned during the System testing. These actions are to be taken in alignment with approvals on the System Security Plan and the Data Conversion and Migration Roadmap.
2. The Contractor must develop a Business Continuity and Disaster Recovery Plan that is consistent with DOH's current disaster recovery practices; describes the Contractor's plan to protect the System and maintain critical business processes in the event of natural disasters, hardware and software failures, human error, or other contingencies that could interrupt services; and addresses recovery of business functions, human resources, and technology infrastructure associated with the System.
3. The Contractor must facilitate weekly implementation status meetings with DOH and DOH stakeholders that begin at least six (6) weeks prior to the planned implementation. Implementation status sessions should at a minimum address the following:
  - a. Implementation tasks and status;
  - b. Action items status;
  - c. Risks, issues, and decisions status; and

- d. Status of any defects that have the potential of postponing implementation.
4. The Contactor must perform an Implementation Readiness Assessment prior to production pilot and again prior to implementation. The Contractor must document and provide support information, data, and rationale, updated as necessary and appropriate, indicating that the System is ready for production pilot and implementation and that the following activities are completed:
    - a. Missed requirements are developed and functioning in the test environment and are ready to move to the production environment;
    - b. The System meets performance standards and functions in accordance with requirements;
    - c. DOH staff have been appropriately trained and prepared;
    - d. DOH partners have been appropriately trained, notified, and prepared;
    - e. The System is ready for the production pilot and statewide use by DOH in the production environment; and
    - f. Any additional functionality required for federal certification is functioning in production or is in development in accordance with the priority set by the governing entity.
  5. The Contactor must deliver an Implementation Report at least once, following rollout. The format and level of detail for this report must reflect input from DOH. The report must include at minimum the following content:
    - a. Tasks accomplished in preparation for implementation and the System's and DOH's state of readiness; and
    - b. Confirmation of satisfactory implementation of the System, including documenting the significant data, events, and information related to the rollout of the System to DOH.
  6. The Contactor must configure the production environment and necessary documentation the Contractor must rollout during the implementation task. The production environment must:
    - a. Meet mandatory functional requirements;
    - b. Meet mandatory technical requirements;
    - c. Comply with the System Design/Configuration Roadmap and the System Security Plan;
    - d. Meet performance objectives as documented in the SLAs;
    - e. Be fully maintainable, integrated, and secure, and contain all the hardware, software, network communications, and data storage components necessary for ongoing operations of the System that meet all program needs; and
    - f. Allow M&O enhancement of the System without disruption of any other DOH computing activities. This is inclusive of subsequent releases off hours and minimizing disruptions of DOH operations.
  7. The Contactor must document any known defects uncovered in the monthly Defect Remediation Report.

8. The Contactor must develop a Post-Production Support Plan, meeting the minimum requirements listed in IT Reference B – Section 3.2.7. In addition, the Post-Production Support Plan must be submitted with the final plan for approval by DOH within thirty (30) calendar days of the start of pilot operations. In addition to the requirements listed in Reference B, the plan must also include the following requirements:
  - a. Provide online and telephonic user support between 8 a.m. and 6 p.m. Alaska Time, over the life of the contract;
  - b. Resolve online and telephonic inquiries within 24 hours, or less;
  - c. Adequately train operators to properly assist callers or route calls;
  - d. Collect information related to gap reporting and report monthly;
  - e. Establish performance metrics and targets, subject to DOH approval, that the Contractor must use to analyze trends in calls that may help support user education or system enhancements and to monitor the timeliness and effectiveness of its online and telephonic user support; the Contractor must report inquiries and performance metrics to DOH monthly;
  - f. Provide final deliverables acceptance; and
  - g. Deliver final documents.

#### **Task 15: Conduct Pilot Operations**

The Pilot Operations task must be conducted to validate the capacity and processing of the System in a tightly controlled production environment.

1. During Pilot Operation, the Contractor must include a test of actual data processing in a fully operational environment. The end-to-end System must be fully tested processes including, but not limited to:
  - a. Billing Process;
  - b. Client Care Journey;
  - c. Reporting Processes; and
  - d. External Data Submission.
2. Pilot Operations must demonstrate data security.
3. The Contractor must demonstrate or provide results from the most recent disaster recovery test.
4. Pilot Operations must demonstrate a fully functional System.
5. The Contractor must recommend the requirements for successful completion of this task. Recommendations must be approved by DOH prior to the start of Pilot Operations.
6. The Contractor must conduct Pilot Operations as approved by DOH at the minimum for the following stakeholders:
  - a. Provider agencies; and

- b. DBH staff.

**Task 16: Deploy System**

1. In addition to requirements in both IT Reference A – Sections 1.1, 3.5.5 and IT Reference B – Section Page 20 of 51 1.2.9, 5.2, the Contractor must include deployment tasks as part of the Master Project Management Plan that describes proposed approach, methods, tasks, tools, techniques, and notification to impacted stakeholders for deploying and installing the System and maintaining its operation throughout the warranty period. The Contractor must describe its proposed approach to installation and maintenance.
2. The Contractor must adhere to approved entrance and exit criteria for the deployment task. Upon satisfying the approved criteria, the Contractor must obtain prior written approval from DOH to:
  - a. Begin work associated with the deployment task; and
  - b. Formally acknowledge completion of the deployment task.
3. The Contractor must release the System module into the full-scale production environment for sustained use and performance in accordance with the approved contract and Master Project Management Plan.

**Task 17: Perform DDI Closeout Activities**

The objective DDI closeout is to ensure all lessons learned are shared with the project team, including M&O stakeholders, and that all System artifacts are archived and stored in the original format in a DOH-owned document repository.

1. The Contractor will conduct project closeout responsibilities and develop a Project Closeout Handoff Checklist to ensure that required activities have been completed prior to close out of the project.
2. The Contractor will conduct a lessons learned sessions with the DOH’s project stakeholders and document the lessons learned with findings and recommendations.
3. The Contractor will develop a Post-Implementation Evaluation Report and deliver all materials developed during the project. This will include complete documentation, source code, and other materials, as well as client/program data, as appropriate and applicable. The Contractor shall provide verification and certification that specifies all software, policies, security requirements, procedures, reporting, and equipment are functioning as planned and that all documentation is complete has been received and approved by DOH.

**Task 18: Implement M&O Activities**

1. The Contractor must adhere to the approved entrance and exit criteria for M&O. Upon satisfying the approved criteria, the Contractor must obtain prior written approval from DOH to:
  - a. Begin work associated with M&O; and
  - b. Formally acknowledge completion of M&O.

2. The Contractor must establish and execute a System M&O Plan to be approved by DOH no later than sixty (60) calendar days prior to the start of M&O, unless otherwise agreed to in writing. The plan must go into effect on the first business day of the System implementation. The plan must include:
  - a. Points of contact for the Contract;
  - b. Roles and responsibilities;
  - c. Critical contract milestones;
  - d. Communications plan; and
  - e. An established issue resolution process (including turnaround time frames).
3. The Contractor must include M&O tasks in the Project Master Work Plan/Schedule.
4. The Contractor must perform a post-implementation evaluation review approximately six (6) months after full implementation and State acceptance of all deliverables. Evaluation results must be documented in a System Review Report and submitted to DOH for review and approval.
5. During M&O task, the Contractor must provide monthly M&O Status Reports on the operation of the System. The Contractor must develop reporting elements for DOH consideration in a format defined by DOH, but elements might include:
  - a. Status of SLAs and performance standards;
  - b. Status of operational activities;
  - c. Help desk reporting;
  - d. Status of tasks, staff assignments, and schedule of work for the upcoming month;
  - e. Status of the work underway;
  - f. List of tasks completed in the prior month; and
  - g. List of System operation problems.
6. Throughout the M&O Task, the Contractor must perform maintenance on the System. DOH defines maintenance as follows:
  - a. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the Scope of Work and published design specifications;
  - b. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration, or maintenance requests;
  - c. Performing regular activities as needed to support DOH, such as:
    - i. Set up and execute batches and interfaces;
    - ii. Run and distribute electronic reports;
    - iii. Perform data backup and restores (when necessary);
    - iv. Monitor and tune performance;

- 
- v. Provide critical incident response;
  - vi. Perform System optimization;
  - vii. Perform database management;
  - viii. Maintain software, hardware, and tools (e.g., patches, upgrades, and replacement);
  - ix. Make interface report and correspondence changes;
  - x. Make corrections or changes to maintain the integrity of the System or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy);
  - xi. Use appropriate testing, configuration, and change management procedures;
  - xii. Update System, user, and training documentation and online help to reflect changes that have been made to the System;
  - xiii. Update System to maintain required languages over the life of the contract;
  - xiv. Provide independent verification of the accuracy of all translations made to the System upon DOH request;
  - xv. Perform the activities above to maintain customizations implemented as part of the approved enhancement;
  - xvi. Perform security-related activities proscribed and scheduled as documented in the System Security Plan (documented in DOH Archer Authorization Package);
  - xvii. Perform an Annual Risk Assessment compliant with § 164.308(a)(1)(ii)(A) Risk Analysis;
  - xviii. Resolve all unmitigated vulnerabilities in high or very high-risk levels identified in the annual SAR to DOH Security Office satisfaction; and
  - xix. Conduct maintenance activities, and any associated hours must not be applied to System enhancement.
8. The Contractor must maintain all System documentation (e.g., third-party products, version, licensing costs, and expiration dates, and System custom software inventory with current version and change logs). The Contractor must update and save all System documentation changes to the collaborative workspace within thirty (30) days of modification.
  9. The Contractor must prepare and execute training activities for the duration of the contract in accordance with the approved Training Plan. The Contractor must also provide Training Materials, including user manuals, in draft and final format to DOH for any updates to the System no less than forty-five (45) days prior to the planned date of implementation. The plan updates must be made on the following basis:
    - a. Each time a System change, or upgrade is implemented, the Contractor must update all pertinent training and outreach materials, which must be distributed to System users no later than one week prior to the implementation of the system change or upgrade and uploaded to designated MS SharePoint site; and

- b. A complete review and update must be performed on an annual basis within thirty (30) days of the start of each contract year. The annually updated DOH-approved plan must be distributed to all System users.
10. The Contractor must develop a monthly Jobs Exceptions Report that reports on batch processes, including interfaces that experienced execution and data exception errors. All batch processes that fail to meet performance standards specified in SLAs must be listed on the report. The report must include a list of the fixes implemented and any Contractor recommendations for fixing the problems in the future.
11. The Contractor must monitor performance, including providing performance-monitoring software or SaaS tools, management, and reporting in accordance with SLAs. The Contractor must report the following information regarding the System availability in the monthly M&O Status Report:
  - a. Each segment of downtime minutes by day during the scheduled availability period;
  - b. Components affected by each segment of downtime;
  - c. Environment(s) involved in downtime (test, training, staging, etc.);
  - d. Weekly total of downtime minutes occurring during scheduled availability periods; and
  - e. Cause of downtime.
12. The Contractor must develop, maintain, and implement an Infrastructure and Solution Software Support Plan.
13. The Contractor must resolve defects as prioritized by DOH and in accordance with the SLA timelines for remediation by severity level, and work with the DOH to review and validate the identified defects and other problems in production and all other environments. The Contractor must provide level of effort estimates for all assigned defects, other than Severity 1 (S1). At the request of the Contractor, DOH might allow temporary forgiveness of the defect remediation SLA in the event one (1) or more enhancements require allocation of a portion of the M&O staff to meet critical business needs. However, the Contractor must maintain M&O staff to meet all other operational service levels for S1 and Severity 2 (S2) defects, System availability, and performance at all times. Prior to beginning work on S2, Severity 3 (S3), or Severity 4 (S4) defects, DOH will review the level of effort estimates and defect descriptions. The DOH may request that some defects are given resolution order preference, but the Contractor is ultimately responsible for determining the most efficient and effective approach for resolving all defects to comply with the SLA. Defect Severity levels are defined in Section 10: Glossary of Acronyms and Terms.
14. The Contractor must develop and provide a monthly Defect Remediation Report, including a summary of the defects reported, fixed, and backlogged. DOH will use this report to determine compliance with the defect remediation SLA.
15. The Contractor must maintain DDI-related deliverables for DDI-related to enhancements, work with DOH to review and validate requested and approved enhancements and develop an implementation schedule for each enhancements. DOH will prioritize enhancements in accordance with the approved change control process.

16. The Contractor must provide annual updates to the System Security Plan and associated documentation. The production solution and any environments that contain unmasked production data must accommodate the HIPAA and MARS-E 2.0 requirements. The Contractor must maintain and update security documents to reflect new requirements from federal partners.
17. The Contractor must maintain a Business Continuity and Disaster Recovery Plan, to include a disaster recovery testing plan, and perform a Disaster Recovery Test. This is an annual test of the capability to transfer the production environment to the disaster recovery environment and proceed with production processing with no or minimal loss of data.
18. The Contractor must develop a Federal Certification and Review Management Plan for achieving CMS certification of the System and provide Federal Review Supporting Documentation to support certification. The plan must include Contractor and DOH certification tasks and schedule. The Contractor must manage the tasks through successful certification of the System. The Contractor must meet with the DOH regularly and collaborate to discuss compliance problems and associated service delivery changes.

**Task 19: Perform Hosting**

1. The Contractor must develop and implement a Hosting Plan and provide, maintain, and operate a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the System and support users with permission-based login credentials.
2. The Contractor’s hosted solution will have a Disaster Recovery Plan that is updated annually and will cover relevant tasks, including:
  - a. Established processes for business impact analysis that determine the severity and impact of an emergency event;
  - b. Provision of an analysis of operational capabilities to DOH immediately following any emergency event;
  - c. Recommendations and associated risks to DOH following any emergency event;
  - d. Communication plans;
  - e. Processes for remote support;
  - f. Processes for offline data access;
  - g. Backup procedures;
  - h. Timelines; and
  - i. Locations of backup facilities.
3. The Contractor must provide cloud-based infrastructure to support business continuity and disaster recovery services in accordance with the disaster recovery SLA.
4. The Contractor must address and resolve risks related to cloud hosting and SaaS-based system components, as appropriate and applicable.

3. The Contractor must provide and maintain multiple environments, such as:
  - a. Production;
  - b. Staging;
  - c. UAT;
  - d. Training;
  - e. Conversion;
  - f. Development;
  - g. QA; and
  - h. Interface testing.

**Task 20: Provide Customer Support Services**

1. DOH and the Contractor will share help desk support. Each organization will provide a different tier of help desk support to users.
2. DOH help desk will field business and policy questions, as well as provide Tier 1 help desk support (such as responding to account management requests and basic system usability questions). Together, DOH and the Contractor will provide Tier 2 help desk support, in which DOH and the Contractor will work together to determine appropriate action for the request. The Contractor will be responsible for Tier 3 help desk support, managing technical problems DOH cannot resolve. Problems the Contractor cannot resolve, and items identified in Tier 1, 2, and 3 for further resolution, are logged as tickets and follow the ticket resolution process.
3. The Contractor must provide customer support services for the term of the contract, including but not limited to:
  - a. Develop and implement a Customer Support Services Plan;
  - b. Provide Customer Service Support staff for both phone and electronic support (email/chat) between the hours of 7 a.m. and 6 p.m. AKT, five (5) days per week Monday Through Friday for routine and noncritical support;
  - c. Actively monitor and make Customer Service Support emergency staff available for Critical and High priority defects, 24/7;
  - d. Provide a customer-facing web-based ticket tracking solution, allowing users to submit tickets electronically, with automated ticket numbering for traceability and monitoring purposes. Online ticket management and prioritization must be addressable by multiple tiers of DOH and Contractor Customer Service Support staff; and
  - e. Support the following methods of communication:
    - i. Toll-free phone or Alaska phone number;
    - ii. Email (to a general help desk email address); and

- iii. Web-based help desk portal, including live chat and FAQ/issues repository for self-service.

**Task 21: Conduct Transition Planning**

1. The Contractor must collaborate with the incumbent Contractor and develop a Transition-In Plan that aligns with and supports the incumbent Contractor's Transition-Out Plan. The Transition-In Plan must accurately document any required tasks and/or coordination activities that the Contractor must engage in with the incumbent Contractor.
2. The State of Alaska's Procurement Code requires the purchase of services to be competitively solicited at the termination of a contract. This might result in a change of Contractors from one contract term to another. Should a change of Contractors occur at the termination of this contract, the incumbent vendor will develop and submit a transition plan to facilitate a smooth transfer of the contracted functions to the new vendor or back to the Division. The incumbent vendor must provide this plan within sixty (60) days of notification by DOH, and the transition must be complete within 120 days.
3. The Contractor must:
  - a. Develop a Transition-Out Plan and accurately document the approach and plan to formally transition services to DOH and/or a new Contractor prior to the Contractor's contract end date. DOH must review and approve the updated plan;
  - b. Maintain appropriate staffing levels that are consistent with levels provided throughout operations, for the duration of the contract;
  - c. Provide an inventory listing of all System assets, identify asset ownership, and identify assets that must be turned over to DOH; the Contractor must also provide the timeline for turning over assets and the method used to transition assets to DOH;
  - d. Transition all public-facing telephone numbers to the Customer Service Support and other post-production support to DOH and DOH's newly designated Contractor, to promote a seamless operational transition for System end users;
  - e. Establish a complete and updated electronic record of the System project for submission to DOH in accordance with the approved Transition-Out Plan; and
  - f. Provide biweekly status reports on the operation of the System, status of closeout, and transition activities, including any measurements against performance measure and operational-level agreements with this RFP, and develop a Transition-Out Results Report.

**(e) CONTRACTOR STAFFING REQUIREMENTS****(I) GENERAL STAFFING REQUIREMENTS**

Key personnel are subject to approval by DOH. The Contractor must not make any temporary or permanent changes to key personnel without at least fifteen (15) business days prior notice to DOH and DOH's prior written approval, barring unforeseen staff departures (e.g., medical emergencies or early termination).

With any key personnel change, the Contractor must submit the resume and references for a proposed replacement no later than fifteen (15) business days from notification of a resignation or request for removal, or within a period agreed upon by DOH. The Contractor must ensure that the replacement is of equal or greater

ability and qualifications. The Contractor must receive DOH’s approval prior to placing the replacement staff member on the project team. DOH may also request a meeting with the proposed replacement before providing approval.

If a permanent, qualified replacement is not available, then the Contractor must name an interim replacement within fifteen (15) business days of the Contractor being informed of a key personnel position departure. The Contractor must assign a permanent replacement staff member to the contract full-time within thirty (30) business days after the interim replacement is assigned.

The Contractor must make key personnel available on-site at DOH’s offices when requested; DOH will provide requests a minimum of ten (10) business days in advance of expected on-site time.

(II) STAFFING MODEL AND KEY PERSONNEL

Key personnel are those positions considered critical and essential to the effective management, performance, and success of the project. It is essential that key positions are filled with qualified, experienced staff committed to the success of the project. It is essential that there is stability in the staff chosen to fill the key positions. DOH will take key personnel proposed by Offerors into consideration during the proposal evaluation. The Contractor must ensure that substitutions of personnel after contract award are with staff of equal or greater knowledge, skills, abilities, and experience.

The Contractor must provide a sufficient mix of project staff with qualifications and experience to fulfill the requirements of this RFP. While DOH has given the Offeror latitude on the structuring of resources for these interrelated efforts, the Master Project Work Plan/Schedule submitted and as required by this RFP should not show an over-allocation for resources assigned to multiple roles.

Offerors must propose a minimum of six (6) DDI key personnel roles and four (4) M&O key personnel roles that are considered mandatory for the success of the Offeror’s proposed approach to service delivery. The Contractor must designate one person as part of the M&O key personnel to be the Project Manager. M&O key personnel positions must begin immediately following final System implementation.

The Project Manager and the Chief Security Engineer are key positions for the entire project. DOH has defined minimum qualifications for these two (2) roles as described in Table 3 and Table 4. Offerors must define all other key personnel.

**Table 3: Project Manager Requirements**

<b>Project Manager (DDI and M&amp;O)</b>	
<b>Education Level</b>	Bachelor’s degree or higher
<b>Certifications</b>	<p><b>DDI Project Manager</b>                      Project Management Professional® (PMP®) certification from Project Management Institute (PMI®) or similar certification, if less than six (6) years of DDI project management experience</p> <p><b>M&amp;O Project Manager</b>                      Project Management Professional® (PMP®) certification from PMI® or similar certification, if less than six (6) years of M&amp;O project management experience</p>
<b>Years of Experience</b>	<b>DDI Project Manager</b>

Project Manager (DDI and M&O)	
	Four (4) years of DDI PM experience and a PMP® or similar certification, <b>or</b> six (6) years of DDI project management experience without certification <b>M&amp;O Project Manager</b> Four (4) years of DDI and/or M&O management experience
<b>Allocation to Project</b>	100%
<b>Start and End Date</b>	<b>DDI Project Manager</b> Contract start to final System implementation <b>M&amp;O Project Manager</b> Implementation to contract end

**Table 4: Chief Security Engineer Requirements**

Chief Security Engineer	
<b>Education Level</b>	Bachelor’s degree or higher in Computer Science or Information Systems or related field
<b>Certifications</b>	Certified Chief Information Security Officer (CCISO)
<b>Years of Experience</b>	Three (3) years of directly managing and engineering security solutions and developing security plans
<b>Allocation to Project</b>	100%
<b>Start and End Date</b>	Within sixty (60) calendar days of contract start to contract end

(III) STAFFING MANAGEMENT PLAN

Per IT Reference B, as part of the Communication Plan within the Master Project Management Plan, the Contractor must provide a plan to manage staff, outlining the key personnel who will provide the services described in this Scope of Work. The plan to manage staff must address the following:

1. Job title, qualifications, and descriptions for each staff position
2. Subcontractors and responsibilities, if necessary
3. Contractor service evaluation and progressive disciplinary policies
4. Plans for replacement of departing temporary and permanent staff
5. Updated organizational chart that shows the reporting structure and responsibilities of Contractor’s and Subcontractor’s staff, as applicable
6. Expectations and responsibilities for Contractor staff during meetings, including information dissemination

7. An understanding of what DOH resource-dependent activities are needed for the Contractor effort to be successful, along with what assumptions about skills and support needs so expectations can be clarified or adjusted

Offerors must provide their proposed DDI and M&O staffing model, inclusive of key personnel, as part of the Project Staffing Plan.

The Contractor must adhere to DOH accepted Project Staffing Plan to ensure key personnel roles are always filled.

### Sec. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of contract start, anticipated to be approximately January 26, 2024, for approximately five (5) years until completion. The base contract is five (5) years long. At the end of the 5-year base contract, the Division of Behavioral Health will review 5 potential one-year optional renewals to expand past the base contract performance solicited herein. These potential optional renewals will be realized through CMS and State budget appropriations at a later date. The interested parties are not expected to propose costs beyond the 5-year base contract at this time.

DOH is open to Offerors' proposed approaches to DDI for the IT solution, including functional/program-based and/or technical-based increments. As directed in Section 4.6 Methodology Used and IT Reference B, the Offeror must propose an approximate project schedule containing key project phases and sub-phases, in alignment with DOH's desired go-live date of no later than January 26, 2026.

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 must 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 must develop deliverables in the Scope of Work in accordance with the following requirements:

1. Review ensure that all deliverables adhere to CMS requirements, leveraging CMS templates as appropriate;
2. Prior to beginning work on each deliverable, provide and obtain DOH approval on a Deliverable Expectations Document (DED) describing the proposed deliverable format and content (at a minimum);
3. Submit deliverables in the format and with the content as outlined in the appropriate DED and within the time frame agreed upon in advance with DOH;
4. Proof and perform quality review of all deliverables prior to submission to DOH for DOH's review -- deliverables that do not meet this expectation may be rejected and returned to the Contractor for correction;
5. Submit deliverables in the agreed upon electronic format (e.g., MS Word, Project, Excel) to the DOH project manager, as appropriate;

6. Accept notice of acceptance or rejection of the deliverable from DOH;
7. Correct identified deliverable deficiencies or nonconformities; and
8. Resubmit deliverables to DOH for acceptance within the agreed upon number of business days for the deliverable.

In the case of all deliverables, the State will provide final acceptance, and that acceptance will close out the work of each deliverable.

Table 5 provides a summary of Contractor DDI deliverables described in Section 3.01(d). DOH may require that the Contractor create additional project artifacts to support the DDI, such as release notes. The Contractor must update deliverables for each increment, as appropriate and necessary.

**Table 5: DDI Deliverables**

ID	Deliverable Name	Minimum Update Frequency	Delivery Timing
<b>D01</b>	Updated Master Project Work Plan/Schedule	Weekly	Thirty (30) business days after project start
<b>D02</b>	Master Project Management Plan	As Needed	Thirty (30) business days after project start
<b>D03</b>	Weekly Status Report Summary	Weekly	To be determined during project initiation
<b>D04</b>	Monthly Report	Monthly	To be determined during project initiation
<b>D05</b>	Transition-In Plan	As needed	To be determined during project initiation
<b>D06</b>	System RTM	As needed	To be determined during project initiation
<b>D07</b>	System Design/Configuration Roadmap	As needed	To be determined during project initiation
<b>D08</b>	System Design Documents (Inclusive of System Architecture, Entity Relationship Diagrams /Model(s); System Configuration and Parameters; Data Dictionary; Data Design; User Interface Design; Hardware; Software)	As needed	To be determined during project initiation
<b>D09</b>	Database Development Plan	As needed, yearly minimum	To be determined during project initiation

ID	Deliverable Name	Minimum Update Frequency	Delivery Timing
D10	System Security Plan	As needed, yearly minimum	To be determined during project initiation
D11	Configuration Management Plan	As needed, yearly minimum	To be determined during project initiation
D12	Defect Remediation Report	Monthly	To be determined during project initiation
D13	Data Conversion and Migration Roadmap	As needed	To be determined during project initiation
D14	Data Conversion and Migration Test Plan	As needed	To be determined during project initiation
D15	Data Conversion and Migration Testing Report	As needed	To be determined during project initiation
D16	System Test Plan	As needed	To be determined during project initiation
D17	System Test Documentation and Results Report	As needed	To be determined during project initiation
D18	User Dashboards	As needed	To be determined during project initiation
D19	UAT Plan (Inclusive of Test Cases and Scripts)	As needed	To be determined during project initiation
D20	UAT Results Report	Weekly	To be determined during project initiation
D21	ORR Plan	As needed	To be determined during project initiation
D22	ORR Results and Readiness Assessment	One time (per increment)	To be determined during project initiation
D23	ORR Solution Demonstration	One time (per increment)	To be determined during project initiation
D24	Training Plan	Quarterly	To be determined during project initiation
D25	Training Materials	As needed, quarterly minimum	To be determined during project initiation
D26	Training Delivery	One time (per increment)	To be determined during project initiation
D27	User Training Report	As needed	To be determined during project initiation
D28	Post-Production Support Plan	As needed	Within thirty (30) calendar days of the start of pilot operations

ID	Deliverable Name	Minimum Update Frequency	Delivery Timing
D29	Implementation and Rollout Plan	As needed	To be determined during project initiation
D30	Implementation Readiness Assessment	Prior to production pilot and again prior to implementation	To be determined during project initiation
D31	Business Continuity and Disaster Recovery Plan	As needed, yearly minimum	To be determined during project initiation
D32	Implementation Report	As needed following rollout	To be determined during project initiation
D33	Project Closeout Handoff Checklist	One time	Fifteen (15) business days before contract end date
D34	Post-Implementation Evaluation	One time	Within 30 days of the completion of rollout

Table 6 provides a summary of Contractor M&O, hosting, and customer support services deliverables described in Section 3.01(d). DOH may require that the Contractor create additional project artifacts to support M&O.

**Table 6: M&O Deliverables**

ID	Deliverable	Minimum Update Frequency	Delivery Timing
O1	M&O Plan, Inclusive of Operations Manuals	Annually	Sixty (60) business days before planned start date
O2	Master Project Work Plan/Schedule	Monthly	Sixty (60) business days before planned start date
O3	M&O Status Report	Monthly	Five (5) business days after the last day of each month
O4	System Review Report	One time	Approximately six (6) months after full implementation
O5	Job Exceptions Report	Monthly	Five (5) business days after the last day of each month
O6	Infrastructure and Solution Software Support Plan	Annually	Thirty (30) business days prior to the planned start date

ID	Deliverable	Minimum Update Frequency	Delivery Timing
<b>O07</b>	Defect Remediation Report	Initially developed during DDI; updated monthly thereafter	Five (5) business days after the last day of each month
<b>O08</b>	System Security Plan and Documentation	Initially developed during DDI; updated annually thereafter	Prior to one (1) year after the implementation date and every year thereafter
<b>O09</b>	Security Test	Initially developed during DDI; updated annually thereafter	Prior to one (1) year after the implementation date and every year thereafter
<b>O10</b>	Business Continuity and Disaster Recovery Plan	Initially developed during DDI; updated annually thereafter	Prior to one (1) year after the implementation date and every year thereafter
<b>O11</b>	Disaster Recovery Test	Annually	Prior to one (1) year after the implementation date and every year thereafter
<b>O12</b>	Training Materials	Initially developed during DDI; updated with each change request that impacts user training	Forty-five (45) days prior to the planned date of implementation Thirty (30) days before the end of each contract year
<b>O13</b>	Federal Certification and Review Management Plan	One time	To be determined during project initiation
<b>O14</b>	Federal Review Supporting Documentation	One time	To be determined during project initiation
<b>O15</b>	Hosting Plan	As needed	Sixty (60) business days before planned start date
<b>O16</b>	Customer Support Services Plan, Inclusive of Call Scripts	As needed	Sixty (60) business days before planned start date
<b>O17</b>	Transition-Out Plan	One time	Six (6) months prior to scheduled contract end date, or within fourteen (14) days of notice of contract termination
<b>O18</b>	Transition-Out Results Report	One time	Fifteen (15) business days before contract end date

### Sec. 3.04 CONTRACT TYPE

This contract is a firm fixed price contract. In addition, in Attachment 12, Submittal Form G – Cost Proposal, DOH has requested hourly rates by role for any change requests that might be required. The proposed contract can be found in Attachment 10.

### Sec. 3.05 PROPOSED PAYMENT PROCEDURES

Payment procedures will be broken into three components that align with the Cost Proposal:

1. DDI Costs
2. Hosting Costs
3. M&O Cost

The State will make incremental payments to the Contractor for DDI costs upon receipt of associated services and deliverables, in accordance with payment milestones that meet the expectations of DOH and the RFP, and are based on a deliverables-based payment schedule. The payment schedule may be negotiated prior to contract award. In addition to the deliverables included in Section 3.03 Deliverables, DOH may associate payment with Contractor achievement of outcomes, such as demonstrating successful data conversion/data migration and backup and restore capabilities. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

The State will pay the annual Hosting Costs as documented in the Offeror's Cost Proposal in equal periodic payments. Invoices for payment can be submitted after the last calendar day of the period. The invoice amount for a period is calculated by dividing the annual total by the annual number of periods. No holdback will be applied to the payment. Any penalties or liquidated damages assessed for the month will be deducted from the monthly payment amount.

The State will pay the annual M&O Costs as documented in the Offeror's Cost Proposal in equal periodic payments. Invoices for payment can be submitted after the last calendar day of the period. The invoice amount for a month is calculated by dividing the annual total by the annual number of periods. No holdback will be applied to payment. Any penalties or liquidated damages assessed for the month will be deducted from the monthly payment amount.

### Sec. 3.06 CONTRACT PAYMENT

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

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 work resulting from the RFP is to be performed, completed, and managed within the United States. The State does not require, however, that the Contractor maintain a physical presence in the state of Alaska. Should

the Contractor choose to physically perform work in Alaska, the State will not provide workspace for the Contractor.

The Contractor must make key personnel available on-site at DOH's offices when requested; DOH will provide requests a minimum of fifteen (15) business days in advance of expected on-site time.

By signature on their proposal, the Offeror certifies that all services provided under this contract by the Contractor and all Subcontractor(s) will 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 ten (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 THIRD-PARTY SERVICE PROVIDERS

The contractor must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 1, SOC 2, or SOC 3 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

### Sec. 3.09 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an Offeror intends to use Subcontractors, the Offeror must complete the Submittal Form referenced in IT Section 4.08 Subcontractors and Section 8 Attachments.

An Offeror's failure to provide this information with their proposal may cause the State to consider their proposal non-responsive and reject it.

Subcontractor experience shall be considered in determining whether the Offeror meets the requirements set forth in Section 1.04 Prior Experience.

If a proposal with Subcontractors is selected, the State may require a signed written statement from each Subcontractor that clearly verifies the Subcontractor is committed to providing the goods or services required by the contract.

The substitution of one Subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

If a proposal with Subcontractors is selected, the Offeror must provide the following information concerning each prospective Subcontractor within five (5) working days from the date of the State's request:

1. Complete name of the Subcontractor
2. Complete address of the Subcontractor
3. Type of work the Subcontractor will be performing

4. Percentage of work the Subcontractor will be providing
5. Evidence that the Subcontractor holds a valid Alaska business license
6. A written statement, signed by each proposed Subcontractor that clearly verifies that the Subcontractor is committed to rendering the services required by the contract

An Offeror's failure to provide this information, within the established time, may cause the State to consider the Offeror's 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. 3.010 JOINT VENTURES

Joint ventures will not be allowed.

### Sec. 3.011 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. 3.012 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 State project director or procurement officer. Changes that are not approved by the State might be grounds for the State to terminate the contract.

### Sec. 3.013 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 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 might require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### Sec. 3.014 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During 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 DOH or the Commissioner's designee.

### Sec. 3.015 NONDISCLOSURE AND CONFIDENTIALITY

The 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 (e.g., 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 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 public.

### Sec. 3.016 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. The “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. 3.017 INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification, it is agreed that the Contractor shall purchase at its own expense and always maintain in force 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 procurement 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.

**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.

**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.

**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.

**Professional Liability Insurance:** covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

### Sec. 3.018 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 the remaining work.

This clause does not restrict the State's termination rights under the contract provisions of Appendix A in the Standard Agreement Form for Professional Services, attached in Section 8 Attachments.

## Section 4. PROPOSAL FORMAT AND CONTENT

### Sec. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the Offeror and submitted as the Offeror’s proposal. An electronic copy of the forms is posted along with this RFP (see Attachment 11 – DOH RFP Submittal Forms). Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to-do so.

Unless otherwise specified in this RFP, the Submittal Forms and permitted appendices or attachments (e.g., key personnel resumes, a preliminary Work Breakdown Schedule (WBS), and the completed IT Solution RTM) shall be the Offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and be rejected.

### Sec. 4.02 SPECIAL FORMATTING REQUIREMENTS

The Offeror must ensure its proposal meets all special formatting requirements identified in this section.

**Documents and Text:** All attachment documents must be written in the English language, single-sided, and single-spaced with a minimum font size of ten (10). Pictures or graphics may be used if the Offeror feels it is necessary to communicate the information; however, be aware of the requirements for page limits.

**Anonymity:** Some Submittal Forms listed below must not contain any names that can be used to identify who the Offeror is (such as company names, Offeror name, company letterhead, personnel names, project names, Subcontractor names, manufacturer or supplier names, or product names).

**Page Limits:** Some Submittal Forms, as listed in Table 7 below, have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (e.g., ‘1 Page’ implies that the Offeror can only provide a response on one side of a piece of paper).

**Table 7: Submittal Forms (Attachment 11)**

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A	N/A
Submittal Form B – Experience and Qualifications	YES	10
Submittal Form C – Understanding of the Project	YES	5
Submittal Form D – Methodology Used for the Project	YES	30
Submittal Form E – Proposed IT Solution	YES	25
Submittal Form F – Subcontractors	N/A	N/A
Submittal Form G – Cost Proposal	N/A	N/A

Any Submittal Form that is evaluated and does not follow these instructions might receive a '1' score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and be rejected.

#### Sec. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The Offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the Offeror to the provisions of the RFP.

By signature on the form, the Offeror certifies it complies with the following:

- A. The laws of the State of Alaska
- B. The applicable portion of the Federal Civil Rights Act of 1964
- C. The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government
- D. The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government
- E. All terms and conditions set out in this RFP
- F. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury
- G. That the offers will remain open and valid for at least 90 days

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.

The Submittal Form also requests the following information:

- 1. The complete name and address of Offeror's firm along with the Offeror's tax ID
- 2. Information on the person the State should contact regarding the proposal
- 3. Names of critical team members/personnel
- 4. Addenda acknowledgement
- 5. Conflict of interest statement
- 6. Federal requirements
- 7. Alaska preference qualifications

An Offeror's failure to address/respond/include these items may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

#### Sec. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Proposals shall describe the Offeror and proposed personnel experience and capabilities to fulfill the requirements in this RFP. The experience and qualifications section must also include:

1. A list of current or previous clients for which the Offeror provided services similar in scope and size to those requested by DOH in this RFP, and a brief description of services/solutions provided. If the Offeror has greater than fifteen (15) such clients/projects, Offerors may limit the list to the fifteen (15) most relevant clients/projects.
2. The number of years the Offeror has been in business and the number of years the Offeror has performed similar services specified by this RFP.
3. Demonstration that the Offeror meets the mandatory minimum qualifications as described in Section 1.04 Prior Experience.
4. Demonstration that the Offeror and parent organization possesses adequate financial stability to meet the requirements as set out in this RFP.
5. Demonstration that the Offeror possesses experience working with a Government Performance and Results Act (GPRA) Submission Engine.
6. Demonstration that the Offeror possesses experience with the University of Washington’s Fetal Alcohol Spectrum Disorders (FASD) 4-Digit Diagnostic Code™.
7. Demonstration that the Offeror possesses experience working with an electronic therapeutic court case management system with direct interoperability of the treatment agency. Provide additional information on relevant experience.
8. Demonstration that the Offeror possesses experience working with court referral and case management records system with direct interoperability of the treatment agency. Provide additional information on relevant experience.
9. At least three (3) references from the Offeror's client listing that DOH may contact to attest to the Offeror's past and current job performance.

Offerors must also provide a personnel roster that identifies each person who will work on the contract, along with their titles and location(s) where work will be performed and the percent of time they will be allocated to the project. The Offeror must identify which project team members are key personnel.

Resumes for key personnel must be included as a separate attachment and will not count towards the page limit for this section. Offerors must address the requirements found in Section 3.01(e) Contractor Staffing Requirements and should describe how the experience and qualifications of key personnel are relevant to the project and will support its success. For key personnel with minimum mandatory requirements provided by DOH, Offerors should clearly describe how the proposed project team members meet the requirements.

**SPECIAL NOTE:** The Offeror shall not disclose its costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.01).

#### Sec. 4.05 UNDERSTANDING OF THE PROJECT (SUBMITTAL FORM C)

The Offeror must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project.

SPECIAL NOTE: The Offeror shall not disclose its costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.01).

#### Sec. 4.06 **APPROACH AND METHODOLOGIES USED FOR THE PROJECT (SUBMITTAL FORM D)**

The Offeror must provide comprehensive narrative statements that set out the approach and methodologies they intend to employ and illustrate how the approach and methodologies will serve to successfully accomplish the Scope of Work and meet the proposed project schedule.

The Offeror must address applicable requirements related to project management, staffing management, the SDLC, training, customer support services, and other methodologies in Section 3.01(c) IT Solution and Contractor Requirements and Section 3.01(d) Approach to Scope of Work. Offerors should particularly note the response requirements in IT Reference B – DOH Project Management Requirements. The Offeror should identify key scope, schedule, and other assumptions—including assumptions regarding DOH staff, technical, or other resources—related to the Offeror’s proposed approach to providing services. The Offeror should also describe the software and other tools the Offeror will use to support the project.

Offerors may include the prospective schedule/WBS as an appendix or separate attachment to the response, which will not count against page limits. Offerors must provide the rationale for the proposed schedule, including any proposed phases, sub-phases, and implementation increments.

In addition, Offerors must provide a high-level narrative description of the Offeror’s overall proposed staffing model and roles, and how the roles will integrate with the DOH team. Offerors must clearly indicate how the proposed staffing model will address the DDI, M&O, hosting, customer support, and other services in the Scope of Work. Offerors must describe the approach for staffing a project the size and scope requested in this RFP and describe the communications tools and processes the Offeror will implement to support services conducted remotely.

The Offeror must also provide organizational chart(s) that clearly show the Offeror’s proposed staffing model for all services. The organizational chart(s) must depict each proposed personnel member role and number of full-time equivalents (FTEs) per role, the reporting structure, the relationship of roles, and the primary point of contact between the Offeror and DOH for both DDI and M&O services.

SPECIAL NOTE: The Offeror shall not disclose its costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.01).

#### Sec. 4.07 **PROPOSED IT SOLUTION (SUBMITTAL FORM E)**

The Offeror must provide an overview of the Offeror’s proposed IT solution, including how the solution will be hosted in the cloud. The Offeror must also explain how the proposed solution will help DOH achieve the anticipated project benefits and how the IT solution aligns with the DOH’s project vision goals, as described in Section 2 Background Information. The Offeror must describe if the Offeror has implemented the proposed IT solution for other entities similar to DOH, the phase of implementation the project is in, and any success metrics achieved.

The Offeror must provide a high-level narrative description of how the Offeror’s IT solution fulfills the:

1. Requirements for each of the functional and technical categories listed in the IT Solution RTM;
2. Interface requirements in the IT Solution RTM and will maintain unidirectional and bidirectional secure data exchanges with multiple partners and systems in a series of formats without interruption, allow the rapid configuration of future integrations as the DOH identifies and defines them; and support multiple standard interface types;
3. Federal compliance and certification requirements; and
4. Other State IT requirements.

The Offeror must also complete Attachment 13: IT Solution RTM in Section 8 Attachments based on the instructions provided on the first tab of MS Excel workbook.

SPECIAL NOTE: The Offeror shall not disclose its costs in this Submittal Form. This Submittal Form shall be kept anonymous and must not contain any names that can be used to identify who the Offeror is and cannot exceed the page limit (as described in Section 4.01).

#### Sec. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F OF ATTACHMENT 11)

If using Subcontractors, the Offeror must complete and submit Submittal Form F (of Attachment 11).

#### Sec. 4.09 COST PROPOSAL (SUBMITTAL FORM G – ATTACHMENT 12)

The Offeror must complete and submit Attachment 12: Submittal Form G - Cost Proposal, as referenced in Section 8 Attachments. Proposed costs must include all direct and indirect costs associated with the performance of the contract. 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.

The purpose of the Cost Proposal MS Excel workbook is to allow Offerors to submit pricing in a consistent manner that the State can evaluate and score.

Software proposals must include DDI costs (Cost Sheet B: DDI Costs); annual per-user, pass-through licensing, and other hosting fees (Cost Sheet C: Hosting Costs); and M&O costs (Cost Sheet D: M&O Costs). Offerors should base costs on their proposed work schedule and implementation timeline for the IT solution, e.g., costs for M&O would not be expected to start until after DDI is complete. DOH has requested costs for the initial five (5) year base term of the contract which will be scored.

Per Section 3.02, the Division of Behavioral Health will review 5 potential one-year optional renewals to expand past the base contract performance solicited herein. These potential optional renewals will be realized through CMS and State budget appropriations at a later date. The interested parties are not expected to propose costs beyond the 5-year base contract at this time.

In addition, at the State’s sole discretion and per the approved change management process documented in the Master Project Management Plan, the contract may be extended for time, or time and money, and may be amended consistent with the terms and conditions of the original contract. As a result, DOH is requesting a rate card by role.

##### 1. Cost Sheet Tab B DDI Costs

The Offeror should communicate DDI Costs separate from the hosting costs. Include costs for project management, software and interface design, software development and configuration and testing, data migration, and implementation and go-live support.

In the Cost Proposal spreadsheet, enter the fees in the green highlighted cells in the B. DDI Costs worksheet.

**2. Cost Sheet Tab C Hosting Costs**

**a. Annual Per-User Licensing Fees**

If a licensing fee is charged, the assumed number of all users is defined in Table 8 below.

**Table 8: Account Metrics**

Account Type	Accounts Without Termination Dates	Accounts Used in the Last 400 Days
ASAP	66	35
ASAP plus Other	17	21
Contract Management	22	16
EHR	350	289
FASD	4	2
GPRA	4	4
MDS	1,258	580
Reentry	23	18
Test	151	2
Therapeutic Court	36	30
<b>Total</b>	<b>1,931</b>	<b>997</b>

**b. Annual Pass-Through Licensing Fees**

Software licensing fees not based on per-user licensing basis.

**c. Annual Hosting Fees**

Provide a description of the assumptions used to develop the annual hosting fee, including:

- i. Training costs,
- ii. Customization costs,
- iii. Configuration costs,
- iv. Customer support service operating costs.

In the Cost Proposal spreadsheet, enter the fees in the green highlighted cells in the B. Hosting Costs worksheet.

In addition, in Tab C1. Software List, please list all software types, names, and versions for associated software. Software types are: Per User Licensing and Pass Through Licensing.

**3. Cost Sheet Tab D M&O Costs**

The Offeror should communicate M&O costs separate from the DDI Costs and Hosting Costs. Include estimates for researching and resolving defects, configuration, and testing, UAT, and training.

In the Cost Proposal spreadsheet, enter the fees in the green highlighted cells in the D. M&O Costs worksheet.

**4. Cost Sheet Tab E Total Cost to be Scored**

The sum of costs for B, C, D will populate in E. Total Cost to be Scored worksheet, which will be used to score the Cost Proposal. The “Total All Components” is programmed to highlight the cell in red if the total is greater than the “Not to Exceed” budget specified in Section 1.02.

**5. Cost Sheet Tab F Rate Card**

The Offeror should enter hourly rates by role. The Offeror may add other roles as needed/desired. The rate card will not be scored as part of the Cost Proposal.

**Sec. 4.010 DOH IT REQUIREMENTS**

Attachment 14: Required Vendor Response – DOH IT Requirements is the list of questions that Offerors must address. The question numbering matches the numbered sections in IT Reference A and IT Reference B (attachments 1 and 2). For each question where the Response Required Column is “Yes” refer to the reference section number in the corresponding IT reference document to find background material regarding the question. Provide answers to required questions either in the body of the Offeror response to the RFP or the comments column of the spreadsheet. If the response is not entered in the comment’s column, use the “Page Number of Response” column to indicate where the response is located (document title, page, and paragraph or section reference).

## Section 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

### 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 PEC, made up of at least three State employees or public officials, will evaluate specific parts of the responsive proposals.
3. The Submittal Forms (B, C, D, and E of Attachment 12) and permitted appendices/attachments from each responsive 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 documents 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 Scoring Method Calculation.
7. At the State's option, it may elect to invite all Offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the three highest-ranking Offerors to demonstrate their proposed solution. See Section 5.08 Demonstration.
8. The procurement officer will calculate scores for cost proposals as set out in Section 5.03 Scoring Method Calculation and add those scores to the awarded points, along with factoring in any Alaska preferences.
9. The procurement officer may ask for best and final offers from Offerors susceptible for award and revise the cost scores accordingly.
10. The State will then invite the highest-scoring Offeror to contract negotiations and award a contract if the negotiations are successful.

### Sec. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the State, considering both cost and non-cost factors as described below. Table 9 details the scoring criteria and weight. Note: An evaluation may not be based on discrimination due to race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Offeror.

**Table 9: Scoring Criteria and Weight**

Criteria Type	Criteria	Section of Proposal	Weight
Overall	Responsiveness	As Noted Within Proposal Sections	Pass/Fail
Qualifications	Experience and Qualifications	Submittal Form B	100
Qualifications	Understanding of the Project	Submittal Form C	150
Qualifications	Approach and Methodologies Used for the Project	Submittal Form D	125
Qualifications	Proposed IT Solution	Submittal Form E (Inclusive of Response to IT Solution RTM)	125
Qualifications	Demonstration		100
Qualifications	<b>Total</b>		<b>600</b>
Cost		(Submittal Form G)	300
Cost	<b>Total</b>		<b>300</b>
Preference	Alaska Offeror Preference (if applicable)		100
Preference	<b>Total</b>		<b>100</b>
	<b>Total Evaluation Points Available</b>		<b>1,000</b>

**TOTAL EVALUATION POINTS AVAILABLE: 1,000****Sec. 5.03 SCORING METHOD CALCULATION**

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section will be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the Offerors from each other will receive the same score. Therefore, it is the Offeror's responsibility to provide dominant information and differentiate itself from competitors.

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

$(\text{Offeror Total Score} / \text{Highest Total Score Possible}) \times \text{Max Points} = \text{Points Awarded}$

**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) / Highest Total Score Possible (40) X Max Points (100) = Points Awarded (75)

**Offeror 2** was awarded 50 points:

Offeror Total Score (20) / Highest Total Score Possible (40) X Max Points (100) = Points Awarded (50)

**Offeror 3** was awarded 100 points:

Offeror Total Score (40) / Highest Total Score Possible (40) X Max Points (100) = Points Awarded (100)

#### Sec. 5.04 EXPERIENCE AND QUALIFICATIONS (10%)

This portion of the Offeror’s proposal will be evaluated against questions including, but not limited to:

1. Questions regarding the firm and Subcontractor(s) (if used):
  - a. How well has the firm demonstrated experience in completing similar projects on time and within budget?
  - b. How successful is the general history of the firm regarding timely and successful completion of projects?
  - c. What was the feedback from the references regarding the firm’s performance?
2. Questions regarding the personnel:
  - a. Do the individuals assigned to the project have experience on similar projects?
  - b. Do key personnel meet the requirement minimum qualifications, for roles which DOH has established qualifications?
  - c. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
  - d. How extensive is the applicable education, certifications, and other qualifications of the personnel designated to work on the project?
  - e. Did the Offeror address the requirements found in Section 3.01(e) Contractor Staffing Requirements?

**Sec. 5.05 UNDERSTANDING OF THE PROJECT (15%)**

This portion of the Offeror’s proposal will be evaluated against questions including, but not limited to:

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project, as well as the current state and desired future-state?
2. How well has the Offeror identified pertinent risks related to the project and identified recommended mitigation strategies?
3. To what degree has the Offeror demonstrated an understanding of the deliverables DOH expects it to provide?
4. Does the Offeror demonstrate a clear understanding of CMS requirements to help ensure the IT solution will achieve CMS certification, allowing DOH to optimize use of FFP?
5. Has the Offeror demonstrated an understanding of DOH’s desired implementation timeline?
6. How well has the Offeror addressed their understanding of the complexities associated with data migration and data conversion, such as data integrity, loss, or compatibility issues, and proposed risk mitigation strategies?

**Sec. 5.06 APPROACH AND METHODOLOGIES USED FOR THE PROJECT (12.5%)**

This portion of the Offeror’s proposal will be evaluated against questions including, but not limited to:

1. How comprehensive is the approach, and does it depict a logical approach to fulfilling the requirements of the RFP?
2. How well do the methodologies (e.g., project management, staffing management, SDLC, training, customer support services) match and achieve the goals and requirements set out in the RFP and align with best practices and industry standards?
3. Has the Offeror described the software and other tools the Offeror will use to support the methodologies (e.g., ALM and SCM software), and do they appear reasonable and adequate to support the methodologies, in alignment with industry standards and best practices?
4. Has the Offeror provided a WBS with clear project phases, tasks, milestones, and start and finish dates?
5. Do the approach and methodologies support the WBS proposed by the Offeror and the implementation timeline identified in the RFP?
6. Has the Offeror gone beyond the minimum tasks necessary to meet the goals and requirements of the RFP?
7. To what degree does the proposal appear practical and feasible?
8. Is the organization of the project team clear, and how completely and clearly are accountability, lines of authority, and communication defined?

## Sec. 5.07 PROPOSED IT SOLUTION (12.5%)

This portion of the Offeror’s proposal will be evaluated against questions including, but not limited to:

1. Has the Offeror clearly described how the proposed IT solution will help DOH achieve the anticipated project benefits and how the IT solution aligns with the DOH’s project vision and goals?
2. Has the Offeror successfully implemented the proposed IT solution for other entities similar to DOH?
3. To what extent does the proposed IT solution fulfill the functional and technical requirements listed in the IT solution RTM, interface requirements, federal compliance and certification requirements, and other State IT requirements?
4. To what extent does the Offeror describe how the IT solution will align with requirements for DDI and M&O projects funded by CMS?
5. To what extent does the Offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

## Sec. 5.08 DEMONSTRATION (10%)

This portion of the Offeror’s proposal will be evaluated against the following:

### **Demonstrations**

At the State’s option, it may elect to invite all Offerors to demonstrate the proposed software prior to completing the technical evaluation; or the State may elect to complete the technical evaluation and scoring and invite the three highest-ranking Offerors to demonstrate their proposed solution. After the technical evaluation, the State may invite up to three Offerors with the highest technical scores to demonstrate their systems, in accordance with the requirements below. The State may increase or decrease the number of invited Offerors based on a natural break in technical scoring or on the competitiveness of the technical proposals. If an Offeror is proposing to customize a system, the Offeror may demonstrate a system it has previously built and discuss the configurations and customizations that would need to be made.

### **Demonstration Requirements**

Invited Offerors must provide a demonstration to the evaluation team with a maximum time allotment of three (3) hours. The demonstration will be conducted online and must provide a detailed enough overview to allow the evaluation team to confirm the capabilities and evaluate the quality of the system. DBH will develop scenarios and provide them to the Offerors in their invitation to demonstrations. The Offerors will demonstrate their response to the scenarios utilizing their solution or explain how their solution would process the scenarios if their solution requires modifications.

The demonstration may include:

1. Client Journey as described in Section 2.02(a)
2. Billing as described in Section 2.02(b)
3. Reporting as described in Section 2.02(c)
4. Interface capabilities

5. Hosting capabilities
6. Customer Service Support capabilities

### Sec. 5.09 CONTRACT COST (COST PROPOSAL) (30%)

Thirty (30) percent 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 = 300):**

#### **Step 1**

List all proposal prices, adjusted where appropriate using 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 30% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 300 points.**

The reason the Offeror receives that amount is because the lowest Cost Proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 300 points.

**Offeror #2 receives 280.7 points.**

$\$40,000 \text{ lowest cost} \times 300 \text{ maximum points for cost} = 12,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 280.7$

**Offeror #3 receives 252.6 points.**

$\$40,000 \text{ lowest cost} \times 300 \text{ maximum points for cost} = 12,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 252.6$

### Sec. 5.010 ALASKA OFFEROR PREFERENCE (10%)

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:

1,000 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 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 the Offeror's proposal is responsive and responsible.

## Sec. 5.011 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 that submitted proposals. The notice will list the names of all the Offerors and identify the Offeror selected for award.

## Section 6. GENERAL PROCESS INFORMATION

### Sec. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of DBH. 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, 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. Offerors may also purchase business licenses online at <https://www.commerce.alaska.gov/web/DoingBusinessinAlaska.aspx>. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

1. A copy of an Alaska business license
2. Certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal
3. A cancelled check for the Alaska business license fee
4. A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office or
5. 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:

1. Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game
2. Liquor licenses issued by Alaska Department of Revenue for alcohol sales only
3. Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance or
4. Mining licenses issued by Alaska Department of Revenue

Prior to 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 fulfill 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

To determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the 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 because 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 because 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 (3) 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 because 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 RFP and limited to those items which would not influence the ranking of proposals. If the highest-ranked Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal. If contract negotiations commenced, they may be held virtually.

## Sec. 6.08 FAILURE TO NEGOTIATE

If the selected Offeror:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates they cannot perform the contract within the budgeted funds available for the project; or
4. 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. 6.010 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 (10) 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 (10) days after the date the Notice of Intent to Award the contract is issued.

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

1. The name, address, and telephone number of the protester
2. The signature of the protester or the protester's representative
3. Identification of the contracting agency and the solicitation or contract at issue
4. 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. 6.011 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

1. Alaska Products Preference - AS 36.30.332
2. Recycled Products Preference - AS 36.30.337
3. Local Agriculture and Fisheries Products Preference - AS 36.15.050
4. Employment Program Preference - AS 36.30.321(b)
5. Alaskans with Disabilities Preference - AS 36.30.321(d)

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. 6.012 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 former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the State
5. If a joint venture is composed entirely of ventures that qualify under (1)-(4) of this subsection

#### **Alaska Bidder Preference Certification Form**

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. 6.013 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:

1. Sole proprietorship owned by an Alaska veteran
2. Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans
3. LLC organized under AS 10.50 if a majority of the members are Alaska veterans or
4. 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 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 public.

#### **Alaska Veteran Preference Certification**

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. 6.014 ALASKA OFFEROR PREFERENCE**

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

#### **Sec. 6.015 FORMULA USED TO CONVERT COST TO POINTS**

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

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

Sec. 6.016 **EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES****(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences 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 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$

**Offeror #3 receives 33.7 points.**

$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$

**(b) ALASKA OFFEROR PREFERENCE****STEP 1**

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

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

**STEP 2**

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

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

**STEP 3**

Add the applicable Alaska Offeror Preference amounts to the Offerors' scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

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

## Section 7. GENERAL LEGAL INFORMATION

### Sec. 7.01 STANDARD CONTRACT PROVISIONS

The Contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts. The Contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the Offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

### Sec. 7.02 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 performing, controlling, managing, or supervising the services to be provided or
2. Be in the business of selling and have 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 to meet these requirements, the procurement officer may not accept the Offeror as a qualified Offeror under AS 36.30.

### Sec. 7.03 PROPOSAL AS PART OF THE CONTRACT

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

### Sec. 7.04 ADDITIONAL TERMS AND CONDITIONS

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

### Sec. 7.05 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. 7.06 RIGHT OF REJECTION

Offerors must comply with all 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 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:

1. Do not affect responsiveness
2. Are merely a matter of form or format
3. Do not change the relative standing or otherwise prejudice other offers
4. Do not change the meaning or scope of the RFP
5. Are trivial, negligible, or immaterial in nature
6. Do not reflect a material change in the work or
7. 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 to be in its best interest.

**A proposal from a debarred or suspended Offeror shall be rejected.**

## Sec. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## Sec. 7.08 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. 7.09 ASSIGNMENTS

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. Proposals that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

## Sec. 7.010 DISPUTES

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

## Sec. 7.011 SEVERABILITY

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

## Sec. 7.012 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 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:

1. 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
2. if the State's rights would be diminished because of the application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

## Sec. 7.013 SOLICITATION ADVERTISING

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

## Sec. 7.014 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.

1. **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 contact price and shall take appropriate action as directed by the procurement officer.
2. **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 is not 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
3. **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.
4. **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.
5. **Price Change Threshold:** No adjustment shall be made to the contract price under this clause unless the amount of the adjustment exceeds \$250.

## Section 8. ATTACHMENTS

The following is a list of attachments referenced in this RFP. Attachment 1 – 15 are included in the Bidder’s Library, and are attached separately to the State of Alaska’s Online Public Notices Posting Website accompanying request for proposal 2023-0600-5230 – 0621-102.

Attachments 8, 9, 11, 12, 13, and 14 must be completed and returned by Offerors. Remaining attachments are provided for Offerors reference.

- Attachment 1: IT Reference A – DOH IT Requirements
- Attachment 2: IT Reference B – DOH Project Management Requirements
- Attachment 3: IT Reference D – DOH IT Standards
- Attachment 4: IT Reference F – Data Destruction Information and References
- Attachment 5: IT Reference H – DOH Sample Security Authorization Package – Moderate Control Set
- Attachment 6: Proposal Evaluation Form
- Attachment 7: Future-State Business Process Maps
- Attachment 8: Offeror’s Checklist (Required with proposal submission)
- Attachment 9: Certification Regarding Debarment (Required with proposal submission)
- Attachment 10: Standard Agreement Form for Professional Services– Appendix A – E
- Attachment 11: DOH RFP Submittal Forms A – F (Required with proposal submission)
- Attachment 12: Submittal Form G – Cost Proposal (Required with proposal submission)
- Attachment 13: IT Solution RTM (Required with proposal submission, with response to each line item)
- Attachment 14: Required Vendor Response – DOH IT Requirements (Required with proposal submission)
- Attachment 15: FASD Form

## Section 9. SERVICE-LEVEL AGREEMENTS

The SLAs in Table 10 cover the Scope of Work stipulated in this RFP and the resulting Contract. This section contains expectations related to SLA performance standards and penalty implications of failing to meet the SLAs. In addition, this section contains minimum service levels required for the duration of the Contract.

DOH may add or adjust SLAs by mutual agreement between DOH and the Contractor during the term of the Contract to align with changes to the business, organizational objectives, and technology. DDI SLAs may be negotiated during contract discussions prior to contract signing. M&O, Hosting, and Customer Service SLAs may be negotiated prior to system acceptance and implementation.

DOH will not hold the Contractor liable for failed SLAs caused by circumstances beyond the Contractor’s control. The Contractor must consistently meet or exceed performance specifications classified as SLAs. The Contractor must report SLA performance at a mutually agreed upon cadence with DOH during the relevant project phase.

**Table 10: SLAs and Associated Penalties**

SLA Number	SLA Type	SLA Description	Penalty
DBH-01	DDI	Update the Master Project Work Plan at least monthly and correct historical and future tasks and milestones with significant errors, omissions, and inaccuracies as identified by DOH within ten (10) business days of notification.	Failure to remedy within ten (10) business days of notification will result in a penalty of \$5,000 per month. The penalty will start the month following DOH’s notification to the Contractor of the schedule corrections required and continue until the requested schedule changes are approved by DOH.
DBH-02	DDI	DOH will reject deliverables that do not align with the DED and do not contain the agreed upon content (as specified by DOH in the associated Deliverable Acceptance Form), or that are more than two (2) weeks late in delivery, or that contain significant spelling, grammatical, and formatting errors.	Failure to resubmit a deliverable within ten (10) days of rejection and/or make the changes requested by DOH will result in DOH permanently retaining five (5) percent of the invoiced value of the deliverable, unless otherwise agreed to by DOH.
DBH-03	DDI	The Contractor must develop and retain qualified and experienced staff for the duration of the contract. (Refer to RFP Section 3.0.1 (e) Contractor Staffing Requirements	Failure to fill key personnel roles with equivalent staff after a thirty (30)-day grace period will result in a monthly penalty.

SLA Number	SLA Type	SLA Description	Penalty																				
			DOH will not prorate monthly penalties by the days vacant during the month. DDI Key Personnel: <ul style="list-style-type: none"> <li>• Project Manager \$20,000/month</li> <li>• Chief Security Engineer \$15,000/month</li> <li>• Other Key Roles \$10,000/month</li> </ul>																				
DBH--04	DDI & M&O	The Contractor must acknowledge and resolve various problems associated with its services based upon the following service levels: <table border="1" data-bbox="467 890 1065 1131"> <thead> <tr> <th data-bbox="467 890 613 957">Issue Severity</th> <th data-bbox="613 890 808 957">Acknowledgment</th> <th data-bbox="808 890 911 957">Action Plan</th> <th data-bbox="911 890 1065 957">Resolution</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 957 613 989">S1 - Critical</td> <td data-bbox="613 957 808 989">3 hours</td> <td data-bbox="808 957 911 989">8 hours</td> <td data-bbox="911 957 1065 989">12 hours</td> </tr> <tr> <td data-bbox="467 989 613 1024">S2 - High</td> <td data-bbox="613 989 808 1024">3 hours</td> <td data-bbox="808 989 911 1024">12 hours</td> <td data-bbox="911 989 1065 1024">24 hours</td> </tr> <tr> <td data-bbox="467 1024 613 1094">S3 - Medium</td> <td data-bbox="613 1024 808 1094">4 Hours</td> <td data-bbox="808 1024 911 1094">24 hours</td> <td data-bbox="911 1024 1065 1094">40 hours</td> </tr> <tr> <td data-bbox="467 1094 613 1131">S4 - Low</td> <td data-bbox="613 1094 808 1131">4 hours</td> <td data-bbox="808 1094 911 1131">40 hours</td> <td data-bbox="911 1094 1065 1131">80 hours</td> </tr> </tbody> </table>	Issue Severity	Acknowledgment	Action Plan	Resolution	S1 - Critical	3 hours	8 hours	12 hours	S2 - High	3 hours	12 hours	24 hours	S3 - Medium	4 Hours	24 hours	40 hours	S4 - Low	4 hours	40 hours	80 hours	Failure to meet these service levels 90% of the time will result in a penalty of 2.5% of monthly DDI or Maintenance and Operation Costs.
Issue Severity	Acknowledgment	Action Plan	Resolution																				
S1 - Critical	3 hours	8 hours	12 hours																				
S2 - High	3 hours	12 hours	24 hours																				
S3 - Medium	4 Hours	24 hours	40 hours																				
S4 - Low	4 hours	40 hours	80 hours																				
DBH-05	DDI & M&O	The Contractor must develop and provide a monthly Defect Remediation Report to measure defect resolution.	Failure to resolve defects in accordance with the defect aging performance standards will result in a penalty. DOH will assess penalty amounts relative to the defect severity category when a defect exceeds aging performance standards as of the end of the final calendar day each month: Severity, maximum age, penalty per defect per month: <ul style="list-style-type: none"> <li>• S1, Critical, &gt; two (2) days, \$1,000</li> <li>• S2, High, &gt; thirty (30) days, \$750</li> <li>• S3, Medium, &gt; ninety (90) days, \$500</li> </ul>																				

SLA Number	SLA Type	SLA Description	Penalty
			<ul style="list-style-type: none"> <li>• S4, Low, &gt; one hundred twenty (120) days, \$250</li> </ul> DOH may waive penalties on lower-priority defects (e.g., S3, S4) based on agreement between parties.
DBH-06	M&O	The Contractor must develop and retain qualified and experienced staff for the duration of the contract, to provide consistent, high-level M&O support. (Refer to RFP Section 3.0.1 (e) Contractor Staffing Requirements)	Failure to fill key personnel roles with equivalent staff after a thirty (30)-day grace period will result in a monthly penalty. DOH will not prorate monthly penalties by the days vacant during the month: <ul style="list-style-type: none"> <li>• M&amp;O Project Manager: \$15,000/month</li> <li>• Other Key Roles: \$5,000/month</li> </ul> DOH will not prorate monthly penalties according to the days a position is vacant or under-filled. DOH will assess a penalty for the full month regardless of the number of days the position is vacant or under-filled during the month.
DBH-07	M&O	The Contractor must notify DOH of production problems identified as S1 (Critical) within three (3) hours of the time the Contractor becomes aware or is notified of the problem. The Contractor must provide a documented assessment (via email or other electronic communication) of the S1 problem within eight (8) hours of the time the Contractor becomes aware or is notified of the problem. Finally, the Contractor must provide a resolution within appropriate production environments to the S1 problem within twelve (12) hours of the initial response.	Failure to meet the timelines for initial notification, initial assessment, resolution, and status reporting will result in a penalty of \$3,000 per day, per incident for the Contractor’s failure to meet S1 incident notification and resolution time frames.

SLA Number	SLA Type	SLA Description	Penalty
DBH-08	M&O	<p>When the Contractor fails to achieve an SLA performance standard two (2) out of three (3) consecutive months, DOH will request that the Contractor submit a written CAP to DOH.</p> <p>The Contractor must submit a written CAP no later than ten (10) business days from the date that DOH requests the CAP.</p>	<p>Failure to meet the submission timeline for a requested CAP will result in a penalty.</p> <p>DOH will assess a penalty of \$1,000 per day if the CAP submission exceeds the submission deadline of ten (10) days (or extended timeline, if DOH has approved an extension for submission of the CAP).</p>
DBH-09	M&O	<p>The Contractor must ensure that standard maintenance and solution upgrades are completed during non-business hours (AKT). The Contractor must give advance notice before all scheduled deployments, in agreement with DOH (e.g., one [1] week). Maintenance and deployments lasting beyond one (1) hour will require planning and approval by DOH.</p> <p>Deployments lasting beyond one (1) hour will allow minimal solution functionality and will allow workers access to critical features during the maintenance period.</p>	<p>Failure to meet the deployment standards will result in a penalty of \$1,000 for each deployment that extends beyond the agreed upon maintenance duration.</p>
DBH-10	M&O	<p>The Contractor must ensure critical System components are available to clients and workers, with no more than a total of nine (9) minutes of unscheduled downtime per week (12:00 a.m. Monday – 11:59 p.m. Sunday AKT) unless approved by the Division or Department.</p>	<p>Failure to maintain availability of critical System components with no more than nine (9) minutes of unscheduled downtime per week will result in a penalty.</p> <p>DOH will calculate and assess a penalty of \$1,000 for each minute over nine (9) minutes of unscheduled downtime for the reporting week.</p> <p>DOH will assess an accumulated penalty for any given month of no more than \$100,000 for the month.</p> <p>At its discretion, DOH may choose not to assess a penalty</p>

SLA Number	SLA Type	SLA Description	Penalty
			for any portion of unplanned downtime that DOH deems is not a result of Contractor performance failure (e.g., sustained power outage).
DBH-11	M&O	The Contractor must ensure System response times do not exceed 1,000 milliseconds for more than three (3) continuous minutes during normal business hours (AKT), as measured by DOH.	Failure to ensure application response times do not exceed 1,000 milliseconds for more than three (3) minutes, as measured by DOH, will result in a penalty.  DOH will assess a penalty of \$500 for each minute of sustained application delay time more than 1,000 milliseconds beyond three (3) continuous minutes of application delay.
DBH-12	Hosting	The Contractor must ensure the backup data center and System are fully operational within two (2) hours of the declaration of a disaster event by a duly authorized representative of either party, based upon determination that the production environment will be unavailable for a period of more than eight (8) hours during normal business hours (AKT).	Failure to provide a fully operational backup data center and System within two (2) hours of the declaration of a disaster event will result in a penalty.  DOH will assess a penalty that coincides with penalty provisions stated in DBH-12 for all production downtime that occurs after the two (2)-hour recovery target date and time.
DBH-13	Hosting	The Contractor must not allow System failure or exposure, release, or loss of PII and/or data protected under HIPAA as included in the IT contract.  The Contractor must contain System data and minimize downtime resulting from such exposure, release, or loss of (PII) or HIPAA-protected data.	Failure to secure Personally Identifiable Information (PII) or HIPAA-protected data contained in any System environment will result in a penalty.  DOH will calculate and assess a penalty of \$1,000 each minute until access to the PII or HIPAA-

SLA Number	SLA Type	SLA Description	Penalty
		<p>An authorized representative of the Contractor or of DOH must declare an Acute System Interruption (ASI) event when a determination is made that an attack on any System environments containing PII or HIPAA-protected data is imminent, in progress, or has been breached by an unauthorized third-party.</p>	<p>protected data is secured. DOH will assess an accumulated penalty for any given month of no more than \$100,000 for the month.</p> <p>The Contractor will also be responsible for all recovery costs, federal and State penalties, court judgments, and associated financial awards to clients in the event of such exposure, release, or loss.</p>
DBH-14	Hosting	<p>The Contractor must maintain all third-party software at a release level no older than one (1) release prior to the current production release in the production environment. Section 3.7.2.2 IT Reference A applies.</p> <p>In addition, the Contractor must annually use an industry-standard code scanning program approved by DOH to inspect and identify poor coding practices, dead code, antiquated and previously deprecated code, functions, method, and APIs. The Contractor must develop a code correction plan for the identified problems.</p> <p>The Contractor must specify the schedule for performing the upgrades and code corrections in the M&amp;O schedule.</p> <p>The Contractor must include the cost of this remediation work in its proposed annual M&amp;O price.</p>	<p>Failure to maintain all third-party software products at the current minus one (1) release level will result in a penalty of \$5,000 per month for each third-party software that is not current in the production environment.</p> <p>Failure to identify poor and antiquated coding practices or failure to correct them within six (6) months of identification will result in an annual penalty of \$250,000.</p>
DBH-15	Customer Service	<p>The Contractor must have Customer Service Support staff available for both phone and electronic support (email/chat) between the hours of 8 a.m. and 8 p.m. AKT, seven (7) days per week for routine and noncritical support.</p> <p>In addition, the Contractor must actively monitor and make Customer Service Support emergency staff available for Critical and High priority defects, 24/7.</p>	<p>Support penalties shall apply for regular AKT hour support, and 24/7 support.</p> <p>Failure to respond to Customer Service Support requests in accordance with monitoring, availability, and reporting standards will result in a Response Defect penalty. DOH will assess penalty amounts</p>

SLA Number	SLA Type	SLA Description	Penalty
			<p>relative to the Customer Service Support response when a Response Defect exceeds aging performance standards as of the end of the final calendar day each month:                      Severity, Maximum Age, Penalty per Response Defect per Month</p> <ul style="list-style-type: none"> <li>• S1, Critical, &gt; two (2) days, \$1,000</li> <li>• S2, High, &gt; thirty (30) days, \$750</li> <li>• S3, Medium, &gt; ninety (90) days, \$500</li> <li>• S4, Low, &gt; one hundred twenty (120) days, \$250</li> </ul> <p>DOH may waive penalties on Response Defects for lower-priority defects (e.g., S3, S4) based on agreement between parties.</p>

## Section 10. GLOSSARY OF ACRONYMS AND TERMS

Table 11 provides definitions of terms specific to this RFP and acronyms used in this RFP.

**Table 11. Acronyms and Terms**

Acronym Or Term	Description
ACH	Automated Clearing House
ADT	Admissions, Discharge, Transfers
AKAIMS	Alaska Automated Information Management System
ALM	Application Lifecycle Management
API	Application Programming Interface
ASAM	American Society of Addiction Medicine
ASAP	Alcohol Safety Action Program
ASI	Acute System Interruption
ATO	Authority to Operate
CAP	Corrective Action Plan
CPOE	Computerized Physician Order Entry
CBI	Confidential Business Information
CCISO	Certified Chief Information Security Officer
CMS	Centers for Medicare & Medicaid Services
Contractor	The vendor who is selected by the State as the successful Offeror. The term is associated with the SOW and related activities.
COTS	Commercial off-the-Shelf
DBH	Division of Behavioral Health
DBMS	Database Management System
DHSS	Department of Health and Social Services; as of July 1, 2022, DHSS has reorganized into DOH and the Department of Family and Community Services
DOA	Department of Administration
DOH	Department of Health (formerly known as DHSS)
DOL	Department of Labor
DDI	Design, Development, and Implementation
DOH	Department of Health
EFT	Electronic Funds Transfer
EOB	Explanation of Benefits
EOC	Episode of Care

Acronym Or Term	Description
ETS	Enterprise Technology Services
FASD	Fetal Alcohol Spectrum Disorders
FFP	Federal Financial Participation
FFY	Federal Fiscal Year
GEMS	Grants Electronic Management System
GPRA	Government Performance and Results Act
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act of 1996
HITECH	Health Information Technology for Economic and Clinical Health Act
HRSA	Health Resources & Services Administration
ID	Identification
IMS	Information Management System
ISA	Individual Service Agreement
IT	Information Technology
IT Solution	Refers to the general integrated and comprehensive behavioral health information management system requested in this RFP
JAD	Joint Application Design
JTD	Joint Technical Design
LLC	Limited Liability Company
MHBG	Mental Health Block Grant
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
M&O	Maintenance and Operations
MS	Microsoft
NOMS	National Outcome Measures
OBC	Outcomes-Based Certification
Offeror	A vendor who submits a proposal in response to this RFP
ONC	The Office of the National Coordinator for Health Information Technology
OPPM	Office of Procurement and Property Management
ORR	Operations Readiness Review
PEC	Proposal Evaluation Committee
PII	Personally Identifiable Information

Acronym Or Term	Description
PMBOK® Guide	A Guide to the Project Management Body of Knowledge
PMI®	Project Management Institute
PMP	Project Management Professional
QA	Quality Assurance
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
S1	<p>Severity 1 (Critical) - These tickets severely impede the processing of critical business activities. Tickets in this category typically impact large numbers of clients or workers, corrupt client or system data, prevent critical business processes from processing, and/or require substantial manual effort to work around or recover. Critical tickets do not have a practical workaround. These tickets can result in the following serious cost impacts to the State:</p> <ul style="list-style-type: none"> <li>• Serious application failure or slow response time delays application entry, processing, and/or interfacing with partners;</li> <li>• DOH incurs an unplanned, large expense to recovery from a system problem;</li> <li>• DOH must authorize staff overtime, cancel or deny employee leave requests, and/or hire additional resources; and/or</li> <li>• Press releases and social media broadcasts criticize DOH’s delivery of services and damages DOH’s reputation.</li> </ul>
S2	<p>Severity 2 (High) - These tickets impede the processing of business activities, but not at the same magnitude as critical tickets. These tickets may have a temporary workaround that allows important business processes to proceed without major disruption to client services or only occur for a short time. High tickets might also impact small numbers of workers and clients, as follows:</p> <ul style="list-style-type: none"> <li>• System failures prevent workers from performing important aspects of their jobs;</li> <li>• The error causes compliance and quality control errors;</li> <li>• Client communications relay or request incorrect information; and/or</li> <li>• System inefficiencies significantly increase processing cost and time.</li> </ul>
S3	<p>Severity 3 (Medium) - These tickets are troublesome to users or clients, but they do not prevent workers from performing their primary job responsibilities. They might corrupt data that is necessary but will not result in incorrect disposition. These tickets typically have a manual or system workaround, which is acceptable for potentially several months, but ultimately, they must be fixed to avoid worker and client complaints, as follows:</p> <ul style="list-style-type: none"> <li>• Workers and clients manually enter data that should be automatically updated;</li> <li>• A supervisor override or incorrect data entry is necessary to avoid the problem;</li> <li>• The correct/desired (not mandatory) process is not cable of being performed; and/or</li> <li>• Non-critical functions are slow or cumbersome to perform.</li> </ul>
S4	<p>Severity 4 (Low) - These tickets are often cosmetic in nature and do not significantly impact the users’ ability to use the system or prevent delivery of client services. These types of tickets commonly have the following types of problems:</p> <ul style="list-style-type: none"> <li>• Spelling and grammatical errors on web pages, reports, notices, and all messages;</li> <li>• Web navigation and non-critical screen functions that do not work as defined, but also do not prevent the user or client from completing the process being performed;</li> </ul>

Acronym Or Term	Description
	<ul style="list-style-type: none"> <li>• Access to system functionality that is beneficial, but not required, such as help text, inquiry screens, and non-critical reports; and/or</li> <li>• Formatting and display problems with web pages, notices, reports, and other outputs that do not prevent important information from being shared.</li> </ul>
SaaS	Software-as-a-Service
SABG	Substance Abuse Block Grant
SAMHSA	Substance Abuse and Mental Health Services Administration
SCM	Source Code Management
SLA	Service-Level Agreement
SMC	Streamlined Modular Certification
SPARS	SAMHSA Performance Accountability and Reporting System
System	Used primarily in the SOW and SLA sections of the RFP to refer to the specific IT solution and capabilities implemented by the Contractor
TEDS	Treatment Episode Data Set
TFS	Team Foundation Services
UAT	User Acceptance Testing
VSS	Vendor Self-Service
WBS	Work Breakdown Structure
WebBGAS	Web-based Block Grant Application System
WITS	Web Infrastructure for Treatment Services