

STATE OF ALASKA REQUEST FOR PROPOSALS



BEHAVIORAL HEALTH PROVIDER SUPPORT ORGANIZATION

RFP 2026-1600-0028

ISSUED JUNE 27, 2025 (REVISED 8/06/2025)

THE DEPARTMENT OF HEALTH, DIVISION OF BEHAVIORAL HEALTH, IS SOLICITING PROPOSALS FOR A BEHAVIORAL HEALTH PROVIDER SUPPORT ORGANIZATION WITH DEMONSTRATED SPECIALIZED EXPERTISE IN THE BEHAVIORAL HEALTH MEDICAID SYSTEM TO PARTNER IN FULLY IMPLEMENTING AND REALIZING THE SERVICES AVAILABLE UNDER THE BEHAVIORAL HEALTH REFORM 1115 WAIVER DEMONSTRATION.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF BEHAVIORAL HEALTH

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH), Division of Behavioral Health (DBH) is soliciting proposals for a Behavioral Health Provider Support Organization with demonstrated specialized expertise in the Medicaid behavioral health system to partner in fully realizing the services available under the Behavioral Health Reform 1115 Demonstration Waiver. The Behavioral Health Provider Support Organization will:

- Develop strategies to promote and recruit regional 1115 Medicaid providers to bolster access to behavioral health services for all statewide Medicaid beneficiaries.
- Work directly with the State on strategies to improve overall access and service outcomes
- Consider and be familiar with Alaska's unique geographical and regional complexities
- Consider and be familiar with Alaska's substantial Tribal Health Organizations and intersection with Alaska Medicaid
- Assist the State with behavioral health provider enrollment processes, strategies, and quality assurance.

SEC. 1.02 BUDGET

The Department of Health, Division of Behavioral Health, estimates a budget of no more than \$1,245,000.00 (excluding travel – see section 3.09) over the initial three (3) year term of this contract. The estimated budget for all eight (8) years is \$3,320,000.00 (excluding travel – see section 3.09); any cost proposals priced at more than this amount will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 12:00pm prevailing Alaska Time on August 21, 2025. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum requirements that are provided in **Submittal Form E – Mandatory Requirements. Failure to meet all these requirements will result in immediate disqualification.**

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer and least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

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

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. 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 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it 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 above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, 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.

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

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		6/27/2025
Deadline to Submit Questions		7/21/2025
Deadline for Receipt of Proposals / Proposal Due Date	12:00pm	8/21/2025
Estimated Proposal Evaluations Complete		10/24/2025
Estimated Notice of Intent to Award		11/24/2025
Estimated Contract Issued		12/18/2025

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

SEC. 1.12 ALTERNATE PROPOSALS

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

SEC. 1.13 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

The central purpose of the Division of Behavioral Health (DBH) is to provide a continuum of statewide behavioral health (mental health and substance use) services ranging from prevention, screening, and brief intervention to acute psychiatric care. Included are services for the general population (prevention & brief intervention), individuals experiencing emotional disturbance and emergency/crisis, seriously mentally ill adults, seriously emotionally disturbed youth, and substance use disorder services for youth and adults.

DBH is committed to improving the quality life of Alaskans through supporting provision of the right service to the right person at the right time. In January 2018, Alaska applied to the Centers for Medicare and Medicaid Services (CMS) for approval of a Substance Use Disorder Treatment and Behavioral Health Program (SUD-BHP) Medicaid Section 1115 Demonstration Waiver at the direction of the Alaska Legislature through SB 74 (2016). The intent of the waiver was to create a data-driven, integrated behavioral health system of care for Alaskans experiencing serious mental illness, severe emotional disturbance, substance use disorder, co-occurring substance use and mental illness, and at-risk families and children.

Alaska's original SUD-BHP 1115 Waiver laid out an aspirational plan to improve access to comprehensive behavioral health services by building a Medicaid behavioral health delivery system pointing to integrated and recovery-oriented care and aligning with evidence-based best practices.

The state took steps to achieve this vision through an enhanced benefit package authorized by the 1115 Waiver, covering a continuum of behavioral health care services emphasizing screening, community-based services, residential treatment when appropriate, and enhanced peer recovery supports. These services are meant to meet people where they are, promoting prevention, early intervention, recovery, and integrated, whole-person care. Despite significant hurdles associated with the state's historical and geographic context, ongoing workforce shortages, and disruptions caused by COVID-19, the state has been able to make substantive progress toward achieving waiver goals and remains committed to this vision as Alaska has received approval of the extension of the Behavioral Health Reform Waiver.

On March 26, 2024, the state received CMS approval to continue its demonstration efforts through December 31, 2028, and rebranded the 1115 program to the Alaska Behavioral Health Reform Waiver in recognition of the state's renewed commitment to supporting integrated behavioral health care.

This RFP is looking for a partner that complements the existing DBH team to achieve the goals set forth in the 1115 waiver and work towards greater continuum of care throughout Alaska. DBH works with over 180 providers across the state, including Tribal and non-Tribal providers.

The partnership between Tribal Health Organizations and the State is essential to supporting access to care for Alaskans statewide, especially for rural and geographically isolated communities. The DOH works closely and collaboratively with the Tribal health system on long-term program sustainability efforts, including:

- Maximizing enhanced federal funding for American Indian and Alaska Native peoples through the Medicaid Tribal reclaiming process.
- Collaborating with the Tribes on various health initiatives to address unmet statewide gap needs and ensure equitable access to culturally sensitive care; and
- Engaging in formal Tribal consultation on issues impacting the Medicaid program.

The Behavioral Health Provider Support Organization will be a key partner for continued strategic collaboration with the Tribal Health Organizations and other key stakeholders.

List of Helpful Links

- [DBH site](#)
- [1115 BH waiver](#)

Definitions

1. Behavioral Health Services: Services that are necessary to diagnose, correct or diminish the adverse effects of a psychiatric or substance use disorder. This includes services authorized under the Medicaid state plan and 1115 waiver and grant-funded services.
2. Centers for Medicare and Medicaid Services (CMS): The Centers for Medicare and Medicaid Services (CMS) is a division within the United States Department of Health and Human Services. CMS oversees the Medicaid and Children's Health Insurance Program (CHIP) programs.
3. Claim: A request for payment for medical assistance services under applicable state or federal law or regulations, whether the request is in an electronic format or paper format or both.
4. Department: Department refers to the Alaska Department of Health (DOH).
5. Division: Division refers to the Division of Behavioral Health (DBH) within the Alaska DOH.
6. Inpatient: Inpatient refers to a level of care including medical services provided in a 24-hour medically managed setting.
7. Medicaid Management Information System (MMIS): The Department's automated claims processing and information retrieval system.
8. Provider: A person or entity under an agreement with the Department to provide services to participants.
9. Participant: An individual eligible for coverage under any of the Department's behavioral health medical assistance programs included in the scope of this Agreement.
10. Region: one of nine areas across the state as described in the 1115 waiver and listed below.
Region 1 - Anchorage Municipality (Anchorage)
Region 2 - Fairbanks North Star Borough (Fairbanks)
Region 3 - Northern and Interior Region (Fairbanks and Utqiagvik)
Region 4 - Kenai Peninsula Borough (Soldotna and Homer)
Region 5 - MatSu Borough (Wasilla)
Region 6 - Western Region (Kotzebue, Nome, and Bethel)
Region 7 - Northern Southeast Region (Juneau and Sitka)
Region 8 - Southern Southeast Region (Ketchikan)
Region 9 - Gulf Coast/Aleutian Region (Anchorage, Dillingham, and Kodiak)
11. State: Term used to describe the State of Alaska as a party to the contract. See also "Department" and/or "Division."
12. Substance Use Disorder (SUD): Per the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), a substance use disorder is a problematic pattern of using alcohol or another substance that results in impairment in daily life or noticeable distress.
13. Tribal Health Organization: Tribal organizations that operate Tribal health facilities under the Indian Self-Determination and Education Assistance Act (P.L. 93-638) as signatories to the Alaska Tribal Health

Compact, and that qualify as Indian Health Service or Tribal facilities under the Social Security Act Section 1905(b) requirement that the federal government match State Medicaid expenditures for covered services at 100 percent for American Indian/Alaska Native Medicaid beneficiaries.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The performance of the Behavioral Health Provider Support Organization (BHPSO) vendor, also referred to as the Contractor, will be a critical partner in assisting DBH with fully realizing the services available under the Behavioral Health Reform 1115 Demonstration Waiver. The Behavioral Health Provider Support Organization will:

- Develop strategies to promote and recruit regional 1115 Medicaid providers to bolster access to behavioral health services for all statewide Medicaid beneficiaries.
 - Work directly with the State on strategies to improve overall access and service outcomes
 - Consider and be familiar with Alaska's unique geographical and regional complexities
 - Consider and be familiar with Alaska's substantial Tribal Health Organizations and intersection with Alaska Medicaid
- Assist the State with behavioral health provider enrollment processes, strategies, and quality assurance.

Contract Activities include:

1. Regional Provider Capacity Development & Support
2. Provider Enrollment and Document Support
3. Staffing Requirements and Other Terms
4. Travel Requirements

Regional Provider Capacity Development & Support

Readiness Phase

Upon contract award, the contractor will meet regularly with the State to develop the following:

1. Workplan of deliverables with roles and responsibilities defined
2. Provider outreach strategies including tools, materials and messaging requirements
3. Contractor training needs and resource repository
4. Communication and feedback strategies, including provider survey development and reporting
5. Contractor performance service level metrics and evaluation
6. Other readiness deliverables as mutually agreed upon

Implementation/Operational Phase

1. The Contractor will work with the State to confirm mapping of current and potential 1115 providers by region, including Tribal Health Organizations (THOs).
2. The Contractor will document the provider mapping results in a Provider Mapping Assessment Report to include identification of service gaps and adequacy of provider coverage by provider type and specialty in each of the nine behavioral health waiver regions.
3. The first assessment shall be completed within 90 days of contract award and annually by March 31 thereafter.
4. The Contractor shall develop and maintain an effective and efficient program (Regional Provider Capacity Development & Support Program) for growing statewide provider capacity and support with any willing and qualified providers throughout the Alaska behavioral health statewide regional and hub system. The program should include at a minimum:
 - Provider capacity development across the full continuum of behavioral health and substance use disorder treatment services as authorized through the Medicaid State Plan and 1115 waiver to assure access in each region.

- Provider capacity development and outreach efforts include currently enrolled Alaska Medicaid providers, providers not yet enrolled in Medicaid, and telehealth support when appropriate.
 - Provider capacity development recommendations should be informed by evidence-based approaches or through market research, including novel provider strategies employed by other state program initiatives.
 - Should the Contractor’s capacity development efforts recommend behavioral health service providers from states other than Alaska to address Alaska’s behavioral health network deficiencies, the Contractor must demonstrate that recommended service providers are licensed in the state in which they practice and that their state licensure requirements and scope of practice aligns with Alaska’s licensing requirements for those services. Recruitment of out-of-state providers is subject to DBH prior approval.
5. The Contractor shall document strategies of the Regional Provider Capacity Development & Support Program in a Regional Provider Capacity Development & Support Annual Action Plan, which must be submitted to the State for review and approval prior to finalization.
 6. The Regional Provider Capacity Development & Support Annual Action Plan shall include:
 - Strategies to address barriers to provider participation throughout Alaska
 - Reflect targeted efforts needed for the rural and remote areas of the State, including telehealth
 - Address any regional provider capacity issues, whether geographic or specialty driven.
 7. Under the authority of the State, the Contractor shall engage in systematic efforts as agreed upon in the finalized Regional Provider Capacity Development & Support Annual Action Plan to recruit behavioral health providers, particularly for regions that have insufficient numbers of willing and qualified behavioral health providers.
 8. The Contractor shall demonstrate effort to recruit providers representing culturally and linguistically diverse populations, including indigenous populations.
 9. The Contractor shall develop and submit a Regional Provider Capacity Development and Support Activities Report to outline the program activities performed. The report should include:
 - The type of provider, location, date and type of engagement/recruitment activity
 - Identification of the types of providers or geographic areas that will be targeted for recruitment in the outreach strategy
 - Performance/Result of targeted provider recruitment activities
 10. The Contractor will meet with the State on a monthly basis to discuss provider recruitment activities and strategy in conjunction with the quarterly activity reports and annual strategies.
 11. The Contractor is responsible for creating and maintaining all materials related to the scope of work in this RFP.

Provider Enrollment and Document Support

The Contractor shall assist the State in the development, monitoring, and sustainment of the Medicaid behavioral health (BH) provider network. This includes ongoing support for certified, enrolled, and/or prospective providers. Activities shall focus on provider certification and compliance, accreditation documentation, and enrollment assistance, tracking and quality assurance.

1. The Contractor shall assist current and prospective behavioral health providers with the Alaska Medicaid provider enrollment process, including:
 - a. Navigating regulation and certification requirements for behavioral health services
 - b. Requests for Department approval

- c. Applications for enrollment with the State of Alaska’s Medicaid Fiscal Agent Contractor
 - d. Identification of issues, barriers or failures in the above processes.
2. The Contractor shall develop and distribute plain-language educational materials, enrollment flowcharts, and checklists tailored to provider types (e.g., independent practitioners, clinics, tribal health organizations).
 3. The Contractor shall create, maintain and report a centralized tracking system (Provider Enrollment Log) to monitor engaged provider’s enrollment progress, flag delays, and record completed steps. This report shall also include strategies for process improvement opportunities identified.
 4. The Contractor shall create, maintain and report a Provider Issue-Tracking Log to record provider issues, questions and answers, as well as work with DBH to resolve enrollment-related barriers.
 5. The Contractor may assist DBH with provider certification/accreditation and documentation tracking by conducting the following activities:
 - a. Gather and verify accreditation documentation from new and existing providers (e.g., CARF, Joint Commission, NCQA, COA).
 - b. Create and manage a searchable repository to house accreditation documentation accessible by the State.
 - c. Coordinate with DBH staff on follow up actions for providers flagged with potential certification lapses.
 - d. Ensure documents are current, complete, and accurately linked to each provider’s profile.
 6. The Contractor may assist the State with provider enrollment quality assurance checks by reviewing enrollment data provided by the fiscal agent, ensuring providers are enrolled properly according to their application request and documentation. This includes creating, maintaining and reporting a monthly Provider Enrollment Quality Assurance Report that outlines findings of provider enrollment data and identified action items and strategies for corrective action.
 7. The Contractor may assist the State with preparation of the future Medicaid provider enrollment portal by doing the following activities:
 - a. Assist the State with gathering necessary provider information or documents to help ensure a smooth transition.
 - b. Assist with creating and disseminating behavioral health specific enrollment training and support.
 - c. Track feedback and issues, submitting regular reports with insights and recommendations.

Staffing Requirements and Other Terms

1. The Contractor shall employ and maintain a sufficient number of qualified staff to perform the work required for this Agreement and supply necessary backup resources to cover gaps when needed.
2. Any positions that become vacant during the life of the contract may be filled on a temporary basis while suitable long-term applicants are being actively recruited. Active recruitment is defined as a role being posted online for application and a biweekly report on recruiting activities being submitted to the State. An interim position must be appointed to fulfill the duties of any vacant Key Personnel roles. Extended vacancies resulting in failure to perform required duties may result in additional remedies under this Contract. Key personnel must:
 - Be approved in writing by the State prior to hiring.
 - Have appropriate experience, with a preference for experience in Alaska, if possible.
 - Be located in Alaska whenever possible.
 - Have experience working with American Indian/Alaska Native Tribal health

programs.

3. Key Personnel shall consist of the following staff:
 - **Executive Director** who has a minimum of five (5) years' experience in Medicaid and behavioral health systems, including mental health and substance use disorders and has the analytical skills to perform the goals of this RFP, specifically related to strategic planning and network development. The Executive Director is not anticipated to be full-time dedicated to this contract but is expected to be available for strategic and leadership support to the State and Contractor staff.
 - **Provider Relations Manager** who is full-time dedicated to this contract, who has a minimum of three (3) years' experience with Medicaid and behavioral health services in Alaska and is responsible for the direction and leadership of strategic relationships with providers across Alaska.
 - Other staff dedicated or highly designated to this account to accomplish the goals of this RFP.
4. The following positions shall be included in the proposed staffing plan, providing the State a quantifiable and qualitative proposal for staffing:
 - Staff capable and available to respond to provider inquiries within one (1) business day;
 - Staff capable to develop and conduct provider recruitment, documentation and support material development for providers;
 - Staff in addition to the staff mentioned above to support reporting needs, and perform evaluation activities, including those related to any requested provider surveys;
 - Staff person capable of being designated as the Tribal Liaison. This staff person shall have prior experience with the Tribal health system but may also maintain other roles in addition to Tribal Liaison.
 - Other staff deemed necessary by Contractor and approved by the State.
5. Contractor shall provide a proposed Staffing Plan and Organizational Chart prior to the contract start date in conformance with the requirements of this Agreement.
6. The Contractor shall make available its Executive Director or representative approved by the State for attendance at, and testimony before, legislative proceedings (can be telephonic if approved by DBH).
7. The Contractor shall assure that all staff shall have sufficient training in and understanding of the Alaska behavioral health system of care, services available, and the criteria for receiving such services.
8. Contractor will create and provide their staff training plan no later than 60 days of contract start date.
9. **Communication Credit:** The contractor shall include in their budget a total communication credit of **\$30,000** to be used throughout the three-year initial term of the contract for mutually agreed upon communication campaigns/materials that are not included in the above scope of work. This amount is not to be included in the cost proposal.
10. Contractor shall develop and submit the Communication Credit Work Plan within 60 days of delivery of the initial Provider Mapping Assessment, and annually thereafter at a mutually agreed upon cadence. At minimum, it should include the budget breakdown and proposed campaign materials/concepts as they relate to the Regional Provider Capacity Development & Support Annual Action Plan.

Travel and Meeting Requirements:

1. The contractor may need to travel to various provider locations in Alaska, budgeting at least twenty (20) trips per year for one staff member. Additional travel may be required if determined necessary by the State. Travel to various provider locations shall include both urban and rural communities and is intended to incorporate off the road system locations.
2. The contractor shall make two (2) trips to Juneau or Anchorage, Alaska each year for strategic meetings one (1) day in length, with State staff. The vendor should plan for up to two (2) key personnel to attend each meeting. On-site meetings may become virtual as needed due to State staff scheduling conflicts.
3. Contractor shall submit to the State an Annual Travel Plan as well as Travel Summary Reports.
4. The Contractor shall make available to the State reasonable access to its staff who shall be available to attend scheduled meetings with the State, including:
 - Meeting attendance will include readiness meetings, ongoing strategy meetings, annual review meetings, and periodic meetings with stakeholder groups or providers.
 - The Contractor shall also attend two on-site meetings with DBH in Juneau or Anchorage, Alaska annually (location determined by DBH). These on-site meetings shall be attended by two (2) key personnel. On-site meetings may become virtual as needed due to State staff scheduling conflicts.
 - Contractor will be responsible for keeping and sharing meeting attendance logs, agendas and meeting minutes for all required or requested meetings.
5. The Contractor shall make available staff with decision-making authority to attend meetings with State staff, within 24 hours of notice.
6. The Contractor shall host and facilitate monthly virtual provider meetings, along with DBH staff, to provide operational and/or policy updates, solicit and document any provide feedback, and assist DBH with action items related to the scope of work in this RFP.
7. The Contractor shall host and facilitate, at the request of the State, provider/grantee virtual listening sessions meant to garner feedback on various DBH initiatives.

SEC. 3.02 DELIVERABLES

In accordance with 3.01 Scope of Work above, the awarded Contractor will be required to provide the following deliverables. Offerors should refer to the Scope of Work for the full extent of activities that will be required under the contract.

Regional Provider Capacity Development & Support

Participant access to behavioral health services is highly dependent on reliable provider capacity. The Contractor will engage in outreach activities to develop a robust Medicaid provider network for behavioral health services across all nine Behavioral Health waiver regions of the State as specified in the **Scope of Work**.

To meet its obligations under this deliverable, the Contractor shall:

1. Submit the following reports as outlined in the Regional Provider Capacity Development & Support Scope of Work Section of this RFP:

Reports	Description	Timing
<u>Provider Mapping Assessment Report</u>	Documents known service gaps and adequacy of provider coverage by	Within 90 days of contract award and March 31 annually

	type and specialty throughout the 9 regions.	
<u>Regional Provider Capacity Development & Support Annual Action Plan</u>	Strategy document that addresses efforts needed to grow provider capacity and address barriers.	Within 60 days of delivery of the initial Provider Mapping Assessment, and annually at a mutually agreed upon cadence.
<u>Provider Capacity Development and Support Activities Report</u>	Documents the Contractor’s efforts to grow and support the provider network, addressing specific types of providers or geographic areas that will be targeted.	Quarterly

2. Submit requests for any out-of-state providers that Contractor wishes to propose for inclusion in the provider network.

Provider Enrollment and Document Support:

1. Submit monthly a Provider Enrollment Log that documents Medicaid provider enrollment progress, flags/delays, completed steps/status, and strategies for process improvements.
2. Submit monthly a Provider Issue-Tracking Log to record provider issues, questions and answers, as well as work with DBH to resolve enrollment-related barriers.
3. Submit monthly Provider Enrollment Quality Assurance Report that outlines findings of provider enrollment data and identified action items and strategies for corrective action.

Staffing Requirements and Other Terms:

1. Submit Staffing Plan and Organizational Chart, as well as contact information for key personnel upon contract start date.
2. Submit Staff Training Plan and materials within 60 days of contract start date.
3. Submit Communication Credit Work Plan within 60 days of delivery of the initial Provider Mapping Assessment, and annually at a mutually agreed upon cadence. It shall include the budget breakdown and proposed campaign materials/concepts as they relate to the Regional Provider Capacity Development & Support Annual Action Plan.

Travel and Meeting Requirements:

1. Submit an Annual Travel Plan within 60 days of delivery of the initial Provider Mapping Assessment, and annually at a mutually agreed upon cadence that coincides with the Regional Provider Capacity Development & Support Annual Action Plan. This deliverable can be flexible as needed and mutually agreed upon based on feedback from the State and Contractor.
2. Submit a Travel Summary Report quarterly that coincides with the Provider Capacity Development and Support Activities Report and review. Travel Summary Report should at a minimum include:
 - a. Total number of provider site visits
 - b. Distribution by region or urban/rural status
 - c. Key findings and insights from field visits
 - d. Recommendations or action items based on provider feedback
3. Submit meeting attendance logs/agendas/minutes for all required and requested meetings.

Service Level Agreement Quarterly Reports:

1. Submit the Service Level Agreement Report quarterly from contract start date, as outlined in Section 3.03

in this RFP.

SEC. 3.03 SERVICE LEVEL AGREEMENT

Each service level agreement (SLA) presented below establishes the performance standards required by the State in a particular area. SLAs found below are applicable to the following:

1. Account Management
2. Regional Provider Capacity Development & Support
3. Staff Requirements, Travel and Other Terms

Failure to achieve any performance standard may, at the discretion of the State, result in financial offsets applied to the monthly operating fee in which the infraction occurred.

Service Level Agreement Quarterly Reporting

The Contractor is wholly responsible for monitoring and documenting performance against the SLAs within this RFP. This report is due quarterly. The Contractor must make available all reports and/or data used in the determination of SLA compliance and the calculation of performance. If necessary, the Contractor may provide additional explanation around performance for the State’s review and consideration. The Contractor must submit a Corrective Action Plan to the State for review and approval for any performance standard missed for two consecutive quarters. Corrective Action Plans must be submitted within ten (10) business days of the missed SLA.

Service Level Agreement	Fee*
Account Management	
Priority Issue Tracking Log (Section 3.01 – 3.02) – Up to the top 3 specific priorities identified by DBH on the priority issues log will be tracked towards resolution for the guarantee. Identified issues are required to be resolved within 90 calendar days of notification from DBH.	\$5,000 for each Priority Issue unresolved within 90 calendar days. If the priority issue has not been resolved within 90 calendar days, an additional penalty of \$500 per day, per issue will be assessed, up to a total of \$10,000 per issue.
Provider Capacity Development and Support Reports	
Submit the <u>Provider Mapping Assessment Report</u> within 90 days of contract award and March 31 Annually thereafter.	A \$500 penalty will be assessed for each late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit the <u>Provider Capacity Development and Support Activities Report</u> on a quarterly cadence.	A \$500 penalty will be assessed for each late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit the <u>Regional Provider Capacity Development & Support Annual Action Plan</u> within 60 days of delivery of the initial Provider Mapping Assessment, and annually thereafter at a mutually agreed upon cadence. At a minimum, the action plan shall include the number of provider recruitment calls and site visits planned/executed, the outreach strategies that were	A \$1,000 penalty will be assessed for each late submission, plus \$1,000 for each additional month it remains outstanding, not to exceed \$12,000 per calendar year.

utilized, the type and specialty of providers to be contacted, a regional breakout of recruitment activity, and the strategy for telehealth recruitment.	
Provider Enrollment and Document Support	
Submit <u>Provider Enrollment Log</u> monthly.	A \$500 penalty will be assessed for each late report, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit <u>Provider Issue Tracking Log</u> monthly.	A \$500 penalty will be assessed for each late report, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit <u>Provider Enrollment Quality Assurance Report</u> monthly.	A \$500 penalty will be assessed for each late report, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Staff Requirements, Travel and Other Terms	
Submit <u>Staff Training Plan</u> and materials within 60 days of contract start date.	A \$500 penalty will be assessed for late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit <u>Communication Credit Work Plan</u> within 60 days of delivery of the initial Provider Mapping Assessment, and annually thereafter at a mutually agreed upon cadence that includes the budget breakdown and proposed campaign materials/concepts as they relate to the <u>Regional Provider Capacity Development & Support Annual Action Plan</u> .	A \$500 penalty will be assessed for each late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit the <u>Annual Travel Plan</u> within 60 days of delivery of the initial Provider Mapping Assessment, and annually thereafter at a mutually agreed upon cadence that aligns with the <u>Regional Provider Capacity Development & Support Annual Action Plan</u> .	A \$500 penalty will be assessed for each late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.
Submit a <u>Travel Summary Report</u> quarterly that coincides with the <u>Provider Capacity Development and Support Activities Report</u> and review.	A \$500 penalty will be assessed for each late submission, plus \$500 for each additional month it remains outstanding, not to exceed \$6,000 per calendar year.

***The total fees at risk will not exceed a total of 5% of annual fees.**

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for approximately three (3) years, with five (5) one-year optional renewals. Renewal options are at the sole discretion of the state.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide

written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

SEC. 3.05 CONTRACT TYPE

This contract is a firm-fixed price contract.

SEC. 3.06 PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. 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.

SEC. 3.07 CONTRACT PAYMENT

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

For agreements over \$500,000, under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

SEC. 3.08 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). The contractor may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>.

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

SEC. 3.09 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is at the contractor's workplace.

The state will not provide workspace for the contractor. The contractor must provide its own workspace.

Travel will be required for work on this contract (see section 3.01 – Scope of Work, Travel and Meeting Requirements). The state estimates a budget for travel costs to be approximately \$60,000 per year. **Offerors must not factor travel costs into their cost proposal; it will be added to the not-to-exceed amount of the awarded contract.** When required, the project director will notify the contractor and all travel must receive prior approval from the project director.

Travel related costs will be billed as a pass-through charge and paid in accordance with the Alaska Administrative Manual (AAM) 60, which allows for reimbursement for coach airfare, lodging cost, ground transportation cost (rental car, taxi, parking, etc.) and meal and incidental expenses. The contractor will use good faith, diligent effort to minimize airfare and lodging costs, and for meal and incidental expenses, the contractor will be paid \$60 per

day per employee that is traveling. All costs referenced herein must be itemized and added as separate lines on the invoice.

No reimbursement shall be made for alcoholic beverages, entertainment, or what might be otherwise considered normal living expenses.

In a situation where travel must be extended because contractor's personnel is weathered in or delayed from return due to another natural disaster, the contractor will be allowed to bill for travel costs in accordance with this section. No additional charges shall be allowed.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

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. 3.10 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 identified in Section 4.02 of this RFP.

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 not be considered in determining whether the offeror meets the requirements set forth in Submittal Form E – Mandatory Requirements.

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 provide the good 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.

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

SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.12 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. 3.13 CONTRACT PERSONNEL

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

SEC. 3.14 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 may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.15 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

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

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

SEC. 3.16 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored,

compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

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

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

SEC. 3.17 INDEMNIFICATION

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

SEC. 3.18 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the 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 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.

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.

SEC. 3.19 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. 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 shall be the offeror’s entire proposal. Do not include any links or marketing information in the proposal or it may be removed by the procurement officer prior to the proposals being sent to the proposal evaluation committee (PEC).

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

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

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

Page Limits: Some Submittal Forms listed 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 (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	10
Submittal Form C – Methodology and Management Plan	10
Submittal Form D – Value Opportunity Assessment	10
Submittal Form E – Mandatory Requirements	N/A
Submittal Form F – Subcontractors	N/A
Submittal Form G – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may 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 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 they comply with the items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Alaska preference qualifications.

An offeror's failure to provide this information may cause the proposal to be considered non-responsive and rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must provide examples of experience and qualifications to meet the scope of work and deliverables as described in section 3.01 and 3.02. If proposing the use of sub-contractors for portions of the work, indicate that a sub-contractor will be performing the work and detail their experience, and qualifications.

Answers should be inclusive of the approach to working with Alaska Tribal Health Organizations.

Offerors must provide a description of the organization of the project team and the individual(s) responsible and accountable for the completion each component and deliverable of the RFP.

- a. Describe the Offeror's proposed staffing plan to meet the requirements of the contract, including any implementation period resources that may vary from the ongoing staffing plan.
- b. Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.
- c. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies the Key Personnel (as identified in Section 3.01) who will actually work on the contract.
- d. Provide the following information for each Key Personnel:
 - i. Title and location where work will be performed.
 - ii. Biographies highlighting direct experience and involvement in activities described in Submittal Form E.
 - iii. Resumes for all Key Personnel.
 - iv. Itemization of full-time equivalency (FTE) for each individual named as Key Personnel, the role each would have in execution of work described in the Scope of work in Section 3.01 and Deliverables identified in Section 3.02, and what type/number of staff they would supervise. Lines of authority should be clearly indicated.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02). Resumes are not counted towards the page limit.

SEC. 4.05 METHODOLOGY AND MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM C)

Offerors must provide a comprehensive narrative that sets out the methodology and management plan they intend to employ and illustrate how the methodology will serve to accomplish the scope of work and deliverables as described in section 3.01 and 3.02. If proposing the use of sub-contractors for portions of the work, indicate that a sub-contractor will be performing the work and detail their approach, methodology, experience, and qualifications. Answers should be inclusive of the approach to working with Tribal organizations.

Offerors should ensure the proposal clearly and specifically addresses the following topics:

- Comprehensive overview of the methodology that will be used to approach the project, including your proposed timeline.
- Identify how you would incorporate Tribal consultation and stakeholder engagement and feedback into the project management plan.
- Detailed information about the management plan you intend to follow and illustrate how the plan will serve to meet the state's needs. This should include:
 - How the offeror will be accountable to the State,
 - How the critical team members named in Submittal Form A and the overall project team will be organized, including their titles and the location(s) where work will be performed, clearly illustrating roles and responsibilities, lines of authority and communication, and outline which components of the contract they will be responsible for.
 - How the offeror envisions collaboration with the state on this project, and;
 - How the offeror will successfully engage with stakeholders, including providers, Tribal Health Organizations, and Medicaid providers.
- Identify any potential issues, risks, or problems you foresee with this project and how they will be addressed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 VALUE OPPORTUNITY ASSESSMENTS (SUBMITTAL FORM D)

The offeror must complete and submit this Submittal Form. The purpose of the Value Opportunity Assessment is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the State, the project, or the service. If the offeror can include more scope or service within the constraints of the State's plan, the offeror should provide an outline of potential value-added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. Value-added ideas must not be included in the offeror's base cost proposal. Please use the following format when completing the Submittal Form: - Idea = Title of the idea/opportunity - Description = A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may refer to the potential impact to the cost and schedule in terms of estimated percentages.

SPECIAL NOTE: The offeror must not disclose their costs in this Submittal Form and cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

Offeror must complete and submit this Submittal Form.

SEC. 4.08 SUBCONTRACTORS (SUBMITTAL FORM F)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.09 COST PROPOSAL (SUBMITTAL FORM G)

Offerors must complete and submit this Submittal Form.

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 proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, 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.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may prioritize the proposals, and the state may conduct interviews with the top-rated offerors.
- 9) The PEC will evaluate and score the interviews, and the procurement officer will compile the final scores.
- 10) The state may then conduct contract negotiations with the most advantageous offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

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

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance (Submittal Form E)	Pass/Fail

Technical Criteria		Weight
Experience and Qualifications	(Submittal Form B)	100
Methodology and Management Plan	(Submittal Form C)	150
Value Opportunity Assessment	(Submittal Form D)	50
Interviews		200

Total 500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	400
Total		400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND 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 may 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 themselves from their 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 amount of points awarded for that section:

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

Example (Maximum Points Available 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:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

$$\text{Combined PEC Score (30)} \times 2.5 = \text{Points Awarded (75)}$$

Offeror 2 was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (20) x 2.5 = Points Awarded (50)

Offeror 3 was awarded 100 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (40) x 2.5 = Points Awarded (100)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in Section 4.04 of this RFP and the level of experience it demonstrates.

SEC. 5.05 METHODOLOGY AND MANAGEMENT PLAN

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in Section 4.05 of this RFP and the level of experience it demonstrates.

SEC. 5.06 VALUE OPPORTUNITY ASSESSMENT

This portion of the offeror’s proposal will be evaluated based on how well they provided the information required in Section 4.06 of this RFP and the level of experience it demonstrates.

SEC. 5.07 CONTRACT COST (COST PROPOSAL)

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

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

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

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

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

Offeror #3 receives 336.8 points.

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

SEC. 5.08 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

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

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. 5.09 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;

- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

SEC. 5.10 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

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

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

Alaska Veteran Preference Certification

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

SEC. 5.11 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, 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:

- A. Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- B. has an active partnership with an entity that employs an apprentice through a program described above.

Alaska Military Skills Program Preference Certification

In order to receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the procurement officer at time of proposal submission. Offerors must provide clarification or additional information requested by the procurement officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the offeror not receiving the Military Skills Program Preference.

SEC. 5.12 ALASKA OFFEROR PREFERENCE

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror’s overall evaluation score.

Example:

Step 1

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

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

Step 2

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

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

Step 3

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

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

Offeror #3 is the top scoring offeror.

SEC. 5.13 COST REASONABLENESS

Prior to entering into contract negotiations, the procurement officer may perform a cost reasonableness assessment of all shortlisted proposals in the following manner:

- If the highest ranked offeror’s cost proposal is within 5% of the next highest ranked offeror’s cost proposal, the state will proceed to invite the highest ranked offeror to contract negotiations.
- If the highest ranked offeror’s cost proposal is 5% or more higher than the next highest ranked offeror’s cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

SEC. 5.14 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals.

If the selected offeror:

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

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

SEC. 5.15 SHORTLISTING

After proposals have been prioritized, the state may shortlist and interview the top three highest ranking offerors. The state may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC

SEC. 5.16 INTERVIEWS WITH CRITICAL TEAM MEMBERS

The state may conduct one interview with the critical team members identified in Submittal Form A of the offeror's proposal (the state reserves the right to request additional personnel). All these personnel must attend the interview, and no other individuals from the offeror's organization will be allowed to sit in or participate during the interview sessions. If any of these personnel fail to attend the interview the offeror may be given a "1" score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 60 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fees.

Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews. The PEC will score each interview individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

SEC. 5.17 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 list the names of all offerors and identify the offeror(s) selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

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

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services. This form is attached with the RFP for your review. The contractor must comply with the Appendix A contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in

this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

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

SEC. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

SEC. 6.05 QUALIFIED OFFERORS

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

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

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

SEC. 6.06 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.07 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.08 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.09 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 6.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.11 DISCLOSURE OF PROPOSAL CONTENTS

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

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

SEC. 6.12 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.13 SEVERABILITY

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

SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.15 SOLICITATION ADVERTISING

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

SEC. 6.16 SITE INSPECTION

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

SEC. 6.17 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.15, to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.18 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP Section 5.15, the state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

SEC. 6.19 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 6.20 PROTEST

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

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

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

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

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

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

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

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

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

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Submittal Forms A – F (attached separately)
- 2) Submittal Form G - Cost Proposal (attached separately)
- 3) Standard Agreement Form - Appendix A
- 4) HIPAA BAA

Attachment 3

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title		
3. Vendor Number	4. IRIS GAE Number (if used)	5. Alaska Business License Number	
This contract is between the State of Alaska,			
6. Department of Health	Division	hereafter the State, and	
7. Contractor		hereafter the Contractor	
Address			
<p>8.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the provisions for payment.</p> <p>2.5 Appendix E governs the use of Protected Health Information under this contract.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins , and ends .</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ in accordance with the provisions of Appendix D.</p> <p>NOTICE: By signature on this contract, the contractor certifies that neither it nor its principles are not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any federal or other government entity.</p>			
9. CONTRACTOR		<p>11. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
10. CONTRACTING AGENCY		Signature of Contracting Agency Head or Designee	Date
Department/Division Health /	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

**STATE OF ALASKA, DEPARTMENT OF HEALTH
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health ("Covered Entity" or "CE") and _____ ("Business Associate" or "BA"). This agreement is intended to accomplish the objectives of a HIPAA Business Associate Agreement ("BAA") as set out in 45 C.F.R. §164.504(e)(3)(i).

RECITALS

Whereas,

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

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

- 1. Definitions.
 - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.

b. Specific:

- 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
- 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
- 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 4) Triennially: "Triennially" shall mean once every three years.

2. Statement of Work and Responsibilities.

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

3. Permitted Uses and Disclosures by Business Associate.

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

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

4. Obligations of Business Associate.

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

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

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

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

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

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

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 72 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use, or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

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

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE, BA shall amend PHI maintained, transmitted, created, or received by BA on behalf of CE as directed by CE when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: Upon agreement execution and triennially thereafter, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), BA shall comply and complete CE's security assessment. Upon receipt of the security assessment, CE will review BA's responses prior to granting authority to operate, and provide any necessary instruction to ensure the confidentiality, integrity, and availability of CE's PHI. BA shall triennially, or upon changes that occur which significantly affect the security posture of the system (whichever comes first), review and update CE security assessment, as required, in order to comply with BA's current system controls. BA must provide an implementation response for each specific system control. Upon receipt of the updated assessment, CE will review the changes to the system for renewal of authority to operate.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.

- i. Audits, Inspection and Enforcement: CE may, after providing 10 days' notice to the BA, conduct an inspection of the facilities, systems, books, logs, and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 4.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

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

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
- n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty or fine imposed on CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.

5. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.

6. Termination.

- a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.
- b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
- c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's

behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.

7. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
8. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains, or transmits on behalf of CE.
9. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
10. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
11. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
12. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.
13. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to doh.its.dso@alaska.gov in addition to the CE.