STATE OF ALASKA
REQUEST FOR PROPOSALS

REENTRY SERVICES

RFP 2027-1600-0078

ISSUED AUGUST 20, 2026

THE STATE OF ALASKA, DEPARTMENT OF HEALTH, DIVISION OF BEHAVIORAL HEALTH, IS SEEKING A QUALIFIED CONTRACTOR TO PROVIDE SUPPORT SERVICES STATEWIDE FOR RECENT REENTRANTS FROM THE DEPARTMENT OF CORRECTIONS. SERVICES WILL INCLUDE PROVIDING OR WORKING WITH OTHER COMMUNITY REENTRY PROVIDERS AROUND THE STATE TO SUPPORT SAFE AND SOBER TRANSITIONAL HOUSING, ASSISTANCE WITH GAINING EMPLOYMENT, AND ESTABLISHING LINKAGES TO COMMUNITY-BASED SUPPORTS.

ISSUED BY:	PRIMARY CONTACT:
DEPARTMENT OF HEALTH DIVISION OF BEHAVIORAL HEALTH	ALISON CARPIO PROCUREMENT OFFICER ALISON.CARPIO@ALASKA.GOV (907) 759-3305

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Health (DOH or the Department), Division of Behavioral Health (DBH), is soliciting proposals for a contractor based in Anchorage, Alaska, to provide statewide support services that promote successful community reintegration, improve health and behavioral health outcomes, and reduce recidivism among individuals returning from incarceration. Reentry support services provide immediate stabilization through housing, employment assistance when appropriate, linkage to treatment and community support, and other evidence-based reentry services that promote long-term community stability.

SEC. 1.02 BUDGET

DBH estimates a budget of $2,034,375.00 for completion of this project. Proposals priced at more than $2,034,375.00 will be considered non-responsive and the proposal will be rejected.

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 **2:00 PM** prevailing Alaska Time on **September 18, 2026**. 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 the offeror's proposals upon which award cannot 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 at 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		08/20/2026
Preproposal Conference	10:00 AM	08/28/2026
Deadline to Submit Questions	2:00 PM	09/08/2026
Deadline for Receipt of Proposals / Proposal Due Date	2:00 PM	09/18/2026

Proposal Evaluations Complete		Week of September 21, 2026
Interviews with Top Scoring Offerors		Week of September 28, 2026
Notice of Intent to Award		Week of October 5, 2026

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 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference via MS Teams will be held from **10:00 – 10:30 AM on August 28, 2026.** The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Attendance is not mandatory, however is strongly encouraged. Questions that can be answered by directing the offeror to a section of the RFP will be answered during the teleconference. **All other questions must be submitted to the procurement officer via email.** A question-and-answer amendment will be issued as soon as possible after the teleconference.

Offerors who wish to attend must request the meeting link by sending an email with the subject line: **RFP 2027-1600-0078 Request for Pre-Proposal Teleconference Link** to: doh.procurement.proposals@alaska.gov.

The request must include:

- Offeror's organization name
- Name, title, and email address of each representative that will attend

Upon receipt, the procurement officer will provide the meeting link and access instructions. Requests for the meeting link must be submitted no later than **2:00 PM, Alaska Time, on August 26, 2026**.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

DBH currently provides funding for this reentry support services contract and a separate program referred to as the Reentry Intensive Case Management (RICM) Grant. The RICM Grant has eligibility requirements that distinguish it from this contract. The RICM grant primarily funds local and regional case management providers that support systems of care for reentrants within the following service areas:

1. Anchorage
2. Mat-Su Valley
3. Fairbanks
4. Soldotna
5. Juneau
6. Ketchikan
7. Dillingham
8. Nome

This contract will be based in Anchorage. The concentration of reentrants creates a workload and service demand far greater and more complex than any other region, making Anchorage the logical location for centralized coordination. Anchorage hosts numerous partner organizations essential for cross-agency collaboration and has the greatest concentration of correctional, probation, behavioral health, housing, employment, and community resources. As Alaska's population center and transportation hub, Anchorage allows the contractor to efficiently coordinate statewide reentry support services while supporting both urban and rural communities. Although based in Anchorage and able to reach approximately 50 percent of the State's reentry population, the contractor will also support reentrants released to, or relocating to, other communities throughout Alaska, prioritizing reentrants who are relocating to local regions where no RICM grant exists. Both this contract and the RICM Grant are collaborative efforts between the DBH and the Department of Corrections (DOC).

Successful reentry requires coordinated services that address the interconnected barriers individuals often face following incarceration, including unstable housing, unemployment, behavioral health conditions, substance use disorders, transportation challenges, limited access to health care, and limited community supports. This contract emphasizes immediate stabilization by helping reentrants address practical barriers to successful community reintegration. Housing, employment, linkages to care, transportation, identification, food security, communication, clothing, hygiene items, and other immediate stabilization needs remain the primary focus of this contract.

The Department recognizes that successful reintegration will differ based on each reentrant's strengths, needs, age, disability, cognitive functioning, behavioral health status, and other individual circumstances. While competitive employment is an important outcome for many reentrants, other individualized outcomes, including enrollment in disability benefits, supportive housing, ongoing behavioral health treatment, vocational rehabilitation, education, recovery support, or other community-based services, may represent successful reintegration for reentrants whose long-term independence will require continued assistance. The Department recognizes that reentrant progress will not always follow a linear path. Success should be measured by meaningful progress toward stability, increased community integration, and reduced barriers to successful reintegration based on each reentrant's individual circumstances.

Because program resources are finite, the contractor will generally prioritize reentrants demonstrating the greatest combination of reentry needs, housing instability, behavioral health needs, limited natural supports, and likelihood of benefiting from intensive stabilization services. When available, criminogenic risk and need information provided by referral partners may be considered as one factor in service prioritization but should not be the sole determining factor. During periods of lower referral volume or available program capacity, the contractor may provide transitional services to additional eligible reentrants whose needs can be effectively addressed through shorter-term assistance.

Successful implementation of this contract depends on strong partnerships with community providers, landlords, employers, Tribal organizations, state agencies, and other stakeholders. Individuals returning from incarceration often face significant housing barriers due to criminal history restrictions, limited rental availability, financial instability, and other factors. Many reentrants also encounter barriers to obtaining employment because of criminal convictions, limited work history, disability, behavioral health conditions, or other individual circumstances. The contractor is expected to develop and maintain collaborative relationships with private landlords, employers, the Department of Labor and Workforce Development, the Division of Vocational Rehabilitation, Tribal Health Organizations, behavioral health providers, and other community partners to maximize available resources and improve reentrant outcomes.

This contract is intended to complement, not duplicate, services provided through the RICM Grant, Medicaid, Tribal Health Organizations, the DOC, the Department of Labor and Workforce Development, the Division of Vocational Rehabilitation, local community providers, and other state or federally funded programs. The contractor will coordinate closely with these partners while focusing on immediate stabilization needs and practical barriers that frequently prevent successful community reintegration following release from incarceration. Whenever practical, the contractor will leverage existing community resources before utilizing contract funds. Contract resources should be used to fill gaps, accelerate access to services, remove immediate barriers, and support successful transition into ongoing community-based services.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 CRITICAL GOALS AND OBJECTIVES

The critical goals and objectives of this contract are to increase public safety by reducing recidivism, improving health outcomes, and promoting successful community reintegration for individuals returning to the community following incarceration. The successful contractor will provide immediate reentry support services by stabilizing and assisting reentrants in securing housing, employment, transportation, identification, food security, clothing, and other essential supports that reduce barriers to successful reintegration. The contractor will coordinate and facilitate access to community-based services through individualized support, referrals, and documented warm handoffs to behavioral health treatment, substance use disorder treatment, medical care, vocational services, benefits, and other community resources. The contractor will work collaboratively with community partners to promote long-term stability while complementing existing services and avoiding unnecessary duplication.

SEC. 3.02 SCOPE OF WORK

The successful contractor will provide statewide reentry support services for individuals returning to Alaska communities following incarceration, with a primary focus in Anchorage. The contractor will coordinate with DOC, the Alaska Mental Health Trust Authority, Tribal organizations, community providers, and other partners to assist reentrants in overcoming barriers to successful community reintegration.

The contractor will provide individualized services that emphasize rapid stabilization following release from incarceration. Primary areas of service include:

1. Housing Stabilization
2. Employment & Economic Stability
3. Reentry Support Services

The contractor will maximize available community resources before utilizing contract funds. Whenever practical, services will be coordinated through Medicaid, Tribal Health Organizations, the Department of Labor and Workforce Development, the Division of Vocational Rehabilitation, Veterans benefits, local community providers, or other available funding sources. Contract funds are intended to address immediate stabilization needs, remove barriers to successful reintegration, and fill service gaps when reentrants are ineligible for other resources, services are unavailable, or assistance cannot be obtained in a timeframe necessary to support successful community reintegration. The contractor will provide flexible reentry support services, including case management activities necessary to coordinate services, remove barriers, and connect reentrants with ongoing community resources

Approximately five hundred reentrants are expected to be served annually under this contract. Although most reentrants are expected to be in Anchorage, services must be available to eligible reentrants residing in or relocating to other communities throughout Alaska.

SEC. 3.03 DELIVERABLES

The contractor will be expected to work with various State partners, including DOC to provide the following services:

Housing Stabilization: The contractor will focus on providing immediate transitional housing after an individual is released from incarceration. The contractor will assist reentrants in progressing toward the least restrictive, most stable housing appropriate to their individual circumstances. When the reentrant becomes financially capable, the contractor will assist the reentrant in obtaining permanent stable housing. The contractor will facilitate short-term rental and other essential support to secure or stabilize housing, such as utility payments as needed and deemed appropriate on an individual basis. Reentrant placements are limited to a one-year maximum.

1. **Performance Measures:** To be reported monthly and a cumulative report during the fiscal year.
    a. Number of individuals receiving rental assistance.
        i. Reentrants can only be counted once per month. Even if the contractor provides rental assistance on two separate occasions in the same month, to two different landlords, that person will only be counted once. The actual cost of these payments will be reimbursable by the State with proper documentation.
    b. Number of individuals who received financial assistance for transitional housing.
        i. Each reentrant will be counted once per month, regardless of the number of services received during that period. Individuals will receive full assistance in months 1 and 2, and a partial payment of $350 in months 3 through 5.
        ii. Number of individuals who received financial assistance for transitional housing in a single month.
    c. Number of individuals transitioning to permanent housing.
        i. Permanent housing is defined as expected to last more than six months.
    d. Number of participating landlords and boarding houses that housed program reentrants to be reported on the last day of the month.
        i. A landlord or boarding house that is housing multiple program reentrants, they will only be counted once.
    e. Number of individuals receiving utility assistance by type:
        i. Gas
        ii. Electric
        iii. Trash
        iv. Phone service
        v. Water

Employment & Economic Stability: The contractor will support the reentrant in obtaining and maintaining employment. Employment services will be individualized based on each reentrant's abilities, interests, and circumstances. For reentrants experiencing disabilities or other functional impairments, health or behavioral health conditions, or other documented barriers that make competitive employment unlikely, the contractor will assist reentrants in pursuing other appropriate pathways toward long-term stability, including vocational rehabilitation, education, disability benefits, volunteer opportunities, and / or other individualized goals.

1. **Performance Measures**: To be reported monthly and a cumulative report during the fiscal year.
    a. Number of reentrants employed on the last day of the month.
    b. Number of reentrants who had access to job labs, resume building, job search assistance, interview preparation, or job readiness assistance.
    c. Number of reentrants who received training from employment-related workshops.

Reentry Support Services: The contractor will provide individualized reentry support services necessary to remove barriers to successful community integration. Services provided under this deliverable will focus on connecting reentrants with available community resources, coordinating access to services, assisting with benefit applications, and providing practical support that complement housing and employment stabilization activities.

1. **Stabilization Services**: The contractor will maximize available community resources before utilizing contract funds. Whenever practicable, reentrants will be connected to Medicaid, Tribal Health Organizations, Veterans benefits, the Division of Vocational Rehabilitation, the Department of Labor and Workforce Development, behavioral health providers, and other available community resources. Contract-funded services will supplement, rather than duplicate, existing services, and will not replace services reimbursable through other funding sources. Services may include, as appropriate to reentrant need:
    a. Individualized case management and service coordination.
    b. Assistance with applications for Medicaid, Supplemental Nutrition Assistance Program (SNAP), Social Security Disability, Veterans benefits, and other public assistance programs.
    c. Coordination of behavioral health, substance use disorder treatment, medical care, recovery support, and other community-based services.
    d. Coordination with Tribal organizations, the Southcentral Foundation (SCF) Benefits Outreach Team, the Division of Vocational Rehabilitation, Department of Labor and Workforce Development, and other community partners.
    e. Referrals, follow-up, and documented service coordination to support successful community reintegration.

    Performance Measures: To be reported monthly and cumulatively during the fiscal year:

    1. Number of reentrants receiving reentry stabilization services.
    2. Number of reentrants assisted with public benefit applications.
    3. Number of reentrants connected to community resources through documented referrals or service coordination.
    4. Number of reentrants receiving individualized case management services.

2. **Reentrant Assistance**: The following reentrant assistance items are pre-approved for reimbursement when documented as necessary to remove immediate barriers to successful community reintegration. Reentrant assistance will supplement individualized case management and will be used only when another funding source is unavailable, the reentrant is ineligible, or immediate stabilization is necessary.
    a. Single, daily bus passes until two-week goals are met.
    b. Two monthly bus passes after two-week goals are met.
    c. Occasional Uber rides for important appointments or deadlines.
    d. Assistance obtaining a State Real ID, driver's license, CDL, or other government-issued identification.
    e. One $50 hygiene voucher after orientation / intake.
    f. One $50 voucher for the purchase of a jacket after orientation / intake.
    g. Gloves and hats after orientation / intake.
    h. One $60 Walmart voucher for work clothing and / or shoes after employment has been verified.
    i. One food handler’s card after orientation / intake.

j. One $30 GCI Lifeline voucher after workshops have been completed, identification, and Medicaid have been obtained.
k. One backpack after required workshops have been completed.
l. One bicycle once employment has been verified. Bikes will only be distributed during summer months and employment hours are outside local bus operating hours.

The contractor may use discretion to purchase items not on the list, with a cap of $20 per reentrant. Items may include stationery, person hygiene products, socks, etc.

The contractor will submit requests for vehicle repairs directly to the Project Director. Requests must be accompanied by an estimate from a licensed repair shop. Consideration is given to the importance of the vehicle in the beneficiary's life, such as continuing treatment, getting to and from their place of employment, and independence in the community, and whether the beneficiary is the owner of the vehicle. Requests must also include a current copy of the applicant's driver's license, current vehicle registration, and proof of insurance for the vehicle.

The DBH Project Director may revise the list of pre-approved reentrant assistance items through written notification to the contractor. Items not included on the pre-approved list require written approval from the Project Director. The contractor will monitor reentrant assistance expenditures to ensure cost remain within the approved contract budget and will notify the Project Director if expenditures are projected to exceed available funding.

Performance Measures: To be reported monthly and cumulatively during the fiscal year.

1. Number of reentrants receiving reentrant assistance items, by assistance category.
2. Number of reentrants receiving transportation, identification, employment, clothing, hygiene, or communication assistance.
3. Number of reentrant assistance requests requiring prior approval from the DBH Project Director.

Program Administration & Contract Management: The contractor will maintain sufficient staffing and administrative capacity to successfully fulfill all requirements of this contract. The contractor may propose the staffing model that best demonstrates its ability to meet contract requirements. This may include a Program Coordinator responsible for contract administration, fiscal oversight, reporting, and community coordination. The contractor will have one or more Case Managers responsible for reentrant engagement and service coordination. The contractor will:

1. Maintain complete and accurate reentrant records documenting eligibility, services provided, reentrant assistance, expenditures, and performance outcomes.
2. Create and maintain an AKAIMS profile for each reentrant receiving reentry support services and enter documentation in accordance with Department requirements, including a minimum of one case management note per reentrant, per month when services are provided.
3. Submit complete and accurate monthly performance reports and itemized invoices in accordance with Department established timelines.
4. Participate in telephonic, virtual, and in person contract management meetings with the DBH Project Director and other Department staff, as requested.
5. Participate in contract-specific meetings with the Department of Corrections, Alaska Mental Health Trust Authority, Alaska Criminal Justice Data Commission (ACJDC), and other partners, as requested.

Maintain fiscal controls sufficiently to ensure the expenditures are allowable, adequately documented, and consistent with the approved contract budget.

6. Conduct outreach and community engagement activities that support reentrant recruitment, stakeholder collaboration, and successful contract implementation.

Performance Measures: To be reported monthly and cumulatively during the fiscal year.

1. Percentage of required monthly reports and invoices submitted accurately and by the established deadline.
2. Percentage of reentrants with complete AKAIMS documentation, including at least one case management note entered during each month services were provided.
3. Number of contract management and coordination meetings attended.
4. Number of outreach activities, community meetings, and presentations conducted.
5. Number of requests for data, reports, or program information received from legislators, stakeholders, or partner agencies.
6. Summary of contract expenditures compared to the approved budget, including any projected funding concerns.

Monthly reports will be submitted detailing the previous month's services provided by the end of the following month. For example, a report for the month of November would be due no later than December 31st.

SEC. 3.04 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately November 1, 2026, through October 31, 2027, with the option to renew for four additional one-year terms under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the State.

Any extension of the contract beyond the exercised renewal options will be made upon mutual agreement between the State and the contractor and effected by 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, will remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor with 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. 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 to 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 CONTRACT PRICE ADJUSTMENTS

Consumer Price Index (CPI): Contract prices will remain firm through September 30, 2028.

The contractor may request CPI price adjustments, in writing, 30 days prior to a contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the State receives the written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2026); and each (January through June six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval will be in the form of a unilateral contract amendment issued by the procurement officer.

SEC. 3.10 LOCATION OF WORK

The location of the work is to be performed, completed and managed by the contractor.

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

Travel to other locations will not be required.

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

If the offeror cannot certify that all work will be performed in the United States, the offeror must 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. 3.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 3.12 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.13 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. 3.14 CONTRACT PERSONNEL

Any change of 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. 3.15 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. 3.16 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 with a written description of the additional work and request the contractor 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. 3.17 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information will be used only for purposes of providing the deliverables and performing the services specified herein and will not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor will 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 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 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, will seek to obtain legal protection from the release of confidential information.

The following information will 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. 3.18 INDEMNIFICATION

The contractor will 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 will 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 will 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. 3.19 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor will 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 will be the minimum acceptable limits. If the contractor's policy contains higher limits, the State will 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 lapses of the policy is a material breach of this contract and will be grounds for termination of the contractor's services. All insurance policies will comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor will 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. 3.20 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 will not re-create these forms, create their own forms, or edit the formatting structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms will 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 requirements for page limits below.

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	**5**
Submittal Form C – Understanding and Methodology of the Project	**5**
Submittal Form D – Management Plan for the Project	**5**
Submittal Form E – Mandatory Requirements	N/A
Submittal Form F – 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:

1. The complete name and address of offeror's firm along with the offeror's Tax ID.
2. Information on the person the State should contact regarding the proposal.
3. Names of critical team members/personnel.
4. Addenda acknowledgement.
5. Conflict of interest statement.
6. 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 detail on their specific experience in working with reentrants and other reentry service agencies.

Offerors must submit resumes that detail specific experience in projects of a similar nature along with directly related experience for all key personnel identified in Submittal Form A. Resumes will not count toward the page limits described in Section 4.02

Finally, offerors must provide a description of the organization, the project team and the individuals responsible and accountable for the completion of each component and deliverable of the RFP.

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

SEC. 4.05 UNDERSTANDING AND METHODOLOGY OF THE PROJECT (SUBMITTAL FORM C)

Offerors must provide details that demonstrate their understanding of the requirements of the project and the methodology they will use to meet the State's needs.

Offerors must demonstrate their knowledge of Alaska's high-risk reentrant population and the unique supervision, the housing restrictions they face and the methods they will use to be successful in overcoming those restrictions.

Offerors must demonstrate how they will provide statewide, multi-regional service delivery with Anchorage as the main release hub to serve the 500 plus anticipated reentrants.

Offerors must demonstrate prior experience coordinating with the Department of Corrections, community reentry providers, Tribal organizations, housing partners, employers, and statewide behavioral health agencies.

Offerors must demonstrate their understanding of the geographic and logistical challenges of serving remote, road-less, and weather-impacted communities in Alaska.

Offerors must provide details that demonstrate the methodology they will use to distribute funds for the project and how they will meet the deliverables outlined in Sec. 3.03 – Deliverables.

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

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT (SUBMITTAL FORM D)

Offerors must provide details that demonstrate the management plan they intend to follow and how the plan will serve to accomplish the work and meet the State's needs.

Offerors must also identify any potential issues, risks, or problems they foresee with this project and how they will address them.

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

SEC. 4.07 MANDATORY REQUIREMENTS (SUBMITTAL FORM E)

Offerors must complete and submit this Submittal Form.

SEC. 4.08 COST PROPOSAL (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form. Proposed costs must include all direct and indirect costs associated with the performance of the contract. The costs identified on the cost proposal are the total amount of costs to be paid by the State. No additional charges will be allowed.

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 5.07 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 final scores.
10. The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
11. The State will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to the 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 F)	Pass/Fail

Technical Criteria		Weight
Experience and Qualifications	(Submittal Form B)	125
Understanding and Methodology of the Project	(Submittal Form C)	150
Management Plan for the Project	(Submittal Form D)	125
	Total	400

Cost Criteria		**Weight**
Cost Proposal	(Submittal Form E)	400
	Total	400

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

Interview		**Weight**
Interview (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 5.06 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 number 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:

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

Combined PEC Score (30) x 2.5 = Points Awarded (75)

Offeror 2 was awarded 50 points:

Maximum Points Available (100)

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

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 against the following questions:

1. How well did the offer detail their specific experience in working with reentrants and other reentry service agencies?
2. How well did the offerors resumes detail specific experience in projects of a similar nature along with directly related experience for all key personnel identified in Submittal Form A.?
3. How did the offeror describe the organization of the project team and the individual(s) responsible for and accountable for the completion of each component and deliverable of the RFP?

SEC. 5.05 UNDERSTANDING AND METHODOLOGY OF THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

1. How well did the offeror demonstrate their understanding of the project requirements and how to meet the State's needs?
2. How well did the offeror demonstrate their knowledge of Alaska's high-risk reentrant population and the unique supervision, the housing restrictions they face and the methods they will use to be successful in overcoming those restrictions?
3. How well did the offeror demonstrate how they will provide statewide, multi-regional service delivery with Anchorage as the main release hub to serve the 500 plus anticipated reentrants?
4. How well did the offeror demonstrate their prior experience coordinating with the DOC, community reentry providers, Tribal organizations, housing partners, employers, and statewide behavioral health agencies?
5. How well did the offeror demonstrate their understanding of the geographic and logistical challenges of serving remote, road-less, and weather impacted communities in Alaska?
6. What details did the offeror provide that demonstrate the methodology they will use to distribute funds for the project and how they will meet the deliverables outlined in SEC. 3.03 Deliverables?

SEC. 5.06 MANAGEMENT PLAN FOR THE PROJECT

This portion of the offeror's proposal will be evaluated against the following questions:

1. How well did the offeror demonstrate their management plan and how that plan will serve to accomplish the work and meet the State's needs?
2. To what extent did the offeror identify potential issues, risks, or problems they foresee with this project and how they will address them?

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:

[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (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 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $42,750 cost of Offeror #2's proposal = ***374.3***

Offeror #3 receives 336.8 points.

$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ $47,500 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/

1. Alaska Products Preference – AS 36.30.332
2. Recycled Products Preference – AS 36.30.337
3. Local Agriculture and Fisheries Products Preference – AS 36.15.050
4. Employment Program Preference – AS 36.30.321(b)
5. Alaskans with Disabilities Preference – AS 36.30.321(d)
6. Alaska Veteran’s Preference – AS 36.30.321(f)
7. 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:

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

In accordance with AS 36.30.321(i), the bidder must also add value by 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:

1. 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
2. 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 points available, 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 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will 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:

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

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

SEC. 5.14 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. 5.15 INTERVIEWS OF CRITICAL TEAM MEMBERS

The State may conduct interviews 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, or 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

SEC. 5.16 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 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:

1. Copy of an Alaska business license.
2. Certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal.
3. A canceled check for the Alaska business license fee.
4. A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office.
5. A sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

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

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

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

SEC. 6.02 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the State's Standard Contract Form for Goods and Non-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. 6.03 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, and no alteration of these provisions will be permitted without prior written approval from both DOH Security Office and the Department of Law.

SEC. 6.04 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. 6.05 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.06 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. 6.07 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. 6.08 RIGHT OF REJECTION

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

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

Minor informalities that:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

may be waived by the procurement officer.

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

SEC. 6.09 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. 6.10 DISCLOSURE OF PROPOSAL CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record an offeror submits in response to this request for proposals. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If and when a notice of intent to award is issued, the State will consider nonconfidential and subject to the APRA any Record unless, at the time of submission, the offeror undertook the following protective measures in their proposal (considering page limits in Section 4.02 of the RFP, the offeror may set out in a separate document):
    a. marked information confidential;
    b. for any information marked confidential, identified the authority that makes that specific information confidential; and
    c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the offeror did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the offeror.

6. If the offeror undertook each protective measure, the State will withhold the information marked confidential to the following extent:
    a. The State agrees that the Law protects the information; and
    b. If the nondisclosure is challenged, the offeror fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify an offeror of a request for the Record and of a planned release if the offeror undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the offeror that it will disclose the information unless the offeror convinces the State not to or obtains an order prohibiting disclosure.

SEC. 6.11 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. 6.12 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. 6.13 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 the award of the 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. 6.14 SOLICITATION ADVERTISING

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

SEC. 6.15 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 with 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. 6.16 CLARIFICATION OF OFFERS

Prior to the contract negotiation period detailed in RFP Section 5.13, 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 clarification under this section.

SEC. 6.17 DISCUSSIONS WITH OFFERORS

Prior to the contract negotiation period detailed in RFP Section 5.13, 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. 6.18 FEDERALLY IMPOSED TARIFFS

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

1. **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal tariff, excise tax, or duty that may result in either an increase or decrease in the contact price and will take appropriate action as directed by the procurement officer.
2. **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.
3. **After-relieved or Decreased Taxes and Duties:** The contract price will 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.

4. **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.
5. **Price Change Threshold:** No adjustment will be made to the contract price under this clause unless the amount of the adjustment exceeds $250.

SEC. 6.19 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:

1. The name, address, and telephone number of the protester;
2. The signature of the protester or the protester's representative;
3. Identification of the contracting agency and the solicitation or contract at issue;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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 – E
2. Submittal Form F – Cost Proposal
3. Standard Contract Form for Professional Services
4. HIPAA BAA

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 CT Number	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

8.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
2.2 Appendix B sets forth the liability and insurance provisions of this contract.
2.3 Appendix C sets forth the services to be performed by the contractor.
2.4 Appendix D sets forth the provisions for payment.
2.5 Appendix E governs the use of Protected Health Information under this contract.

ARTICLE 3. Period of Performance: The initial period of performance for this contract begins , and ends .

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed $ for the initial term of the contract, and $ for the entire duration of the contract if all renewal periods are exercised, in accordance with the provisions of Appendix D.

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. The contractor also certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with these requirements may cause the State to cancel the contract.

9. CONTRACTOR	
Name of Firm	
Signature of Authorized Representative	Date
Typed or Printed Name of Authorized Representative	
Title	

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.

10. CONTRACTING AGENCY	
Department/Division Health /	Date
Signature of Project Director	
Typed or Printed Name of Project Director	
Title	

Signature of Contracting Agency Head or Designee	Date
Typed or Printed Name	
Title	

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

APPENDIX A
General Provisions

Article 1 Definitions

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2 Inspections and Reports

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3 Disputes

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

Article 4 Equal Employment Opportunity

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, “contractor” and “subcontractor” may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5 Termination

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

6.1 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

7.1 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

8.1 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

9.1 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

10.1 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.

10.2 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.

10.3 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

11.1 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

12.1 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).

12.2 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

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

Article 14 Covenant Against Contingent Fees

14.1 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.

14.2 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

15.1 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

16.1 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.

16.2 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.

Procurement Officer: If the contractor did not assert protected information in their solicitation response or in the final contract, choose first option below. If the contractor did assert protected information, choose the section option.

Option 1:

Article 17 Disclosure of Contract Contents

17.1 Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

Option 2:

Article 17 Disclosure of Contract Contents.

17.1 This contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor asserts that the information redacted in the contract is protected under federal or State of Alaska (State) law. If the nondisclosure of any such information is contested, the contractor will identify each authority that supports each nondisclosure, explain in detail why the authority supports the nondisclosure, provide a detailed affidavit supporting each nondisclosure, and otherwise fully support the State in defending each nondisclosure—e.g., provide briefs—in any court or administrative proceeding. Not doing so constitutes a withdrawal of the assertion that any information is protected and a waiver of any confidentiality; doing so does not obligate the State to protect any information. The State will only notify the contractor of an Alaska Public Records Act or other request for the contract if someone objects to the nondisclosure of the redacted information or the State decides to disclose the information.

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 Department of Health (hereafter known as **Covered Entity or CE)** and ____ (hereafter known as **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; including, but not limited to:

   1. The Genetic Information Nondiscrimination Act ("GINA");

   2. The HIPAA Final Rule (the "Final Rule").

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:

i) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.

ii) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.

iii) 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.

iv) 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 or created on behalf of 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.

Notwithstanding the foregoing, if the Business Associate does not handle ePHI in connection with its services to the Covered Entity, the obligations described above regarding electronic data processing, transmission, and disaster recovery shall not apply.

3) Permitted Uses and Disclosures by Business Associate.

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

i) BA may use or disclose PHI as required by law.

ii) BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.

iii) 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.

iv) 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.

v) 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.

BA is permitted or required to use or disclose PHI it creates, receives, maintains, or transmits in service to CE as follows:

i) Marketing and Fundraising: Unless expressly authorized by the underlying contract between the parties, BA shall not Use or Disclose PHI for any marketing or fundraising purpose.

ii) Audit: For purposes of determining BA's compliance with HIPAA, upon request of the Secretary of HHS, BA shall:

(1) Make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices, books, and records relating to the use and disclosure of PHI, available to the Secretary of HHS.

(2) Provide reasonable access to BA's facilities, equipment, hardware, and software used for the maintenance or processing of CE's PHI.

iii) Record Keeping: BA agrees to implement appropriate record keeping procedures to enable it to comply, and to adequately evidence such compliance, including; the documentation required regarding subcontractors and agents, records of BA's workforce HIPAA education and training, documentation related to any breach, Business Associate Agreements issued to third parties with whom BA discloses PHI for BA's proper management and administration, or as required by law.

iv) Business Associate's Operations: BA may use and disclose the PHI it creates, receives, maintains, or transmits in service to CE, as necessary, to perform the BA's obligations under the contract, to enable that BA's proper management and administration of CE's PHI, or to carry out BA's legal responsibilities. All PHI disclosures must maintain compliance with the HIPAA minimum necessary standard.

b) Prohibition on Unauthorized Use or Disclosure: BA shall neither use nor disclose PHI it creates, receives, maintains, or transmits in service to CE, except as permitted or required by the contract, as required by law, or as otherwise permitted in writing by CE. BA acknowledges that BA will be liable for violating any of the requirements of this agreement relating to the use or disclosure of PHI, or any privacy-related requirements of the HITECH Act and regulations issued thereunder.

c) Offshoring Prohibition: BA may not transmit, store, process, or make PHI accessible to any recipient outside the United States of America without CE's prior written consent.

d) Effect: The terms and provisions of this agreement shall supersede any other conflicting or inconsistent terms and provisions in any other contract between the parties, including any exhibits, attachments, addenda, or amendments thereto, and any other documents incorporated by reference therein, which pertain or relate to the use or disclosure of PHI by either party, or the creation or receipt of PHI by BA on behalf of CE.

e) No Third-Party Beneficiaries: Nothing in this agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

f) Independent Contractors: The parties agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other's agent for any purpose and shall have no authority to bind the other to any obligation.

g) 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 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.

h) 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.

Breach Reporting. BA shall report to CE any breaches of PHI as stipulated in 45 CFR 164.410. BA shall make such report to CE's Privacy Official within 72 hours of discovery. BA shall cooperate with CE in investigating such breach, and in meeting CE's obligations under the HITECH Act and any other security breach notification laws. BA shall report all breaches to CE, and such reports shall include, at a minimum:

i) Identify the nature of the breach, including the occurrence and the discovery dates.

ii) Identify which elements of the PHI (e.g., full name, social security number, date of birth, etc.) were breached or were part of the breach.

iii) Identify who was responsible for the breach and who received the PHI.

iv) Identify what corrective actions BA took or will take to prevent further incidents of a breach.

v) Identify what BA did or will do to mitigate any deleterious effect of the breach.

vi) Identify BA contact information and procedures the CE may use to request additional information if required.

vii) Provide such other information, including a written report, as CE may reasonably request.

i) BA is not an agent of CE.

j) <u>BA's Agents</u>: 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.

BA shall require any of its subcontractors and agents to which BA is permitted by this agreement or in writing by CE to disclose PHI, to sign a further Business Associate Agreement and to provide reasonable assurance evidenced by written contract, that such subcontractor or agent shall comply with the same privacy and security safeguard obligations with respect to PHI that are applicable to BA under this agreement, including, but not limited to:

i) Holding such PHI in confidence and using or further disclosing it only for the purpose for which BA disclosed it to the agent, subcontractor, or other third party, or as required by law.

ii) In compliance with 45 CFR 164.400-414 Subcontractor or Agent shall provide notification to BA, and the BA shall provide notification to the CE, of any instance of which the agent, subcontractor, or other third party becomes aware in which the confidentiality of such PHI was breached.

k) 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.

l) 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.

m) 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.

n) 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.

o) 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.

Upon agreement execution and prior to any system entering a production state or containing production or protected data, BA must complete CE's established security assessment process and obtain Authority to Operate (ATO). Any identified risks must be remediated to ensure that the system complies with the CE's security standards and the CE's selected standards for HIPAA compliance.

p) 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.

q) 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.

r) 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.

s) 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.

t) Minimum Necessary and Limited Data Set: BA's use, disclosure, or request of PHI shall utilize a Limited Data Set (PHI that excludes direct identifiers per 45 CFR §164.514(e)(2)), whenever possible. Otherwise, BA shall, in its performance of the functions, activities, services, and operations, make reasonable efforts to use, to disclose, and to request only the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that BA shall not be obligated to comply with the minimum necessary limitations with respect to those exceptions specified in 45 CFR 164.502(b)(2). BA shall comply with the requirements governing the minimum necessary use and disclosure of PHI set forth in the HITECH Act § 13405(b) and any applicable regulations or other guidance issued thereunder.

u) Employee Education: BA shall inform all of its employees, workforce members, subcontractors, and agents ("BA Personnel"), whose services may be used to satisfy BA's obligations under the agreement, of the BA's obligations under this agreement. BA represents and warrants that the BA Personnel are under legal obligation to BA, by contract or otherwise, sufficient to enable BA to fully comply with the provisions of this agreement. BA will maintain a system of sanctions for any BA Personnel who violates this agreement. (See 45 CFR 164.316).

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.

d) Termination of Contract: As required by the HIPAA Regulations and this agreement, CE may, in addition to other available remedies, terminate the contract if BA has materially breached any provision of this agreement and has failed to cure or take actions to cure such material breach within five (5) calendar days of such breach. CE shall exercise this right to terminate the contract by providing BA written notice of termination, which shall include the reason for the termination. Any such termination shall be effective immediately or at such other date specified in CE's notice of termination. Within thirty (30) calendar days of such termination of the contract, BA shall provide to CE one final report of any and all breaches made of all individuals' PHI during the term of the contract.

i) Obligations upon Termination. Upon termination, cancellation, expiration, or other conclusion of the contract, BA shall:

(1) Destruction verification: Complete all such return or provide an attestation of destruction within thirty (30) calendar days after the effective date of the termination, cancellation, expiration, or other conclusion of the contract.

(2) These provisions shall apply to PHI that is in the possession of subcontractors or agents of BA.

ii) Continuing Privacy and Security Obligation. BA's obligation to protect the privacy and security of the PHI, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the PHI it created for or received from CE, shall be continuous and survive termination, cancellation, expiration, or other conclusion of the contract.

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) Designated Record Set: BA agrees that all PHI received by or created for CE shall be included in an individual's Designated Record Set. BA shall maintain such Designated Record Set with respect to services provided to an individual under this agreement and shall allow such individual to access the Designated Record Set as provided in the HIPAA Regulations.

14) Privacy Point of Contact: All communications occurring because of this BAA shall be sent to the CE Privacy Official.

    1) Privacy:

        a) **Covered Entity E-mail**: privacyofficial@alaska.gov

        b) **Business Associate E-mail**: ____

    2) Security:

        a) **Covered Entity E-mail:** doh.its.dso@alaska.gov

        b) **Business Associate E-mail**: ____

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

Version: 20251201