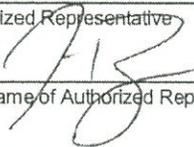


## STANDARD AGREEMENT FORM FOR TASK ORDER PROCUREMENT SYSTEM (TOPS)

1. TOPS Contract Number 0087-06-13-010	2. DGS Solicitation Number <b>2012-0200-0879</b>	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number 92-0131155	6. Project/Case Number	7. Alaska Business License Number 116276	
This contract is between the State of Alaska,			
8. Department of Health Social Services		Division of FMS <span style="float: right;">hereafter the State, and</span>	
9. Contractor Resource Data, Inc. (RDI) <span style="float: right;">hereafter the Contractor.</span>			
Mailing Address 1205 East International Airport Road #100	City Anchorage	State AK	ZIP+4 99518
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 18, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor. Appendix D payment for Services &amp; Appendix E HIPAA Business Associate Agreement</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>7/23/2013</u> and ends <u>6/30/2015</u>.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed the <b>Total Cost</b> shown on TOPS Cost Proposal #0087-06-13-01. Payment shall be made upon receipt and approval of detailed invoice(s) by the State of Alaska Project Manager indicated on TOPSRequest #0087-06-13-01.</p> <p>4.2 When billing the State, the contractor shall refer to the TOPS Contract Number and send the billing to the contact listed under <b>Requesting Agency Information</b> on TOPS Request #0087-06-13-01.</p>			

11. **CERTIFICATION:** I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

<b>12. CONTRACTOR</b>		<b>13. CONTRACTING AGENCY</b>	
Resource Data, Inc. (RDI)		Department/Division Health & Social Services / FMS/IT	
Signature of Authorized Representative 	Date 7/23/13	Signature of Head of Contracting Agency or Designee 	Date 7-24-13
Typed or Printed Name of Authorized Representative Jim Rogers		Typed or Printed Name Simon Taylor	
Title President		Title Project Manager	

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 a signing this contract.

### Article 2. Inspection 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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 the contract.

### Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

### Article 6. No Assignment or Delegation.

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

### Article 7. No Additional Work or Material.

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

### Article 8. Independent Contractor.

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. 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.**

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Additional Terms and Conditions**

**Article 15. Limitation of Liability.**

Excluding liability for personal injury, property damage and patent or trademark infringement of any claim applicable under Appendix B, Article 1, contractor's liability arising out of this contract and the state's sole and exclusive remedy for any damages arising out of the state's use of the product or services, shall be limited to the state's direct damages, (not including loss of, or damage to, information or data from any cause; or any indirect, incidental, special, punitive, or consequential damages ) but in no event, shall exceed the greater of \$100,000 or the total amount paid to the contractor on the task order from which the liability directly arose. Contractor will not be liable for delays or failure in performance due to causes beyond its control or for damages caused by the state's failure to perform its responsibility.

**Article 16. Special Task Order Terms and Conditions.**

The parties understand and acknowledge that there may be a need to address unique or unanticipated circumstances arising in connection with a particular task order that are within the scope of this contract, but not specifically addressed under this contract. Nothing in this contract shall be construed to preclude the contractor or state from proposing reasonable additional terms and conditions for a task order, consistent with this contract, to resolve any such issues. The parties further agree to negotiate expeditiously and in good faith to achieve resolution of these matters.

**Article 17. Ownership of Intellectual Property.**

In no case shall the state, its departments, subsidiaries or assigns at any time hold any rights to title or ownership of any preexisting intellectual property and copyrighted materials; licensed software or licensed applications, tools documentation, technical expertise or know-how provided by contractor under this contract. All use of said licensed products shall be governed by the terms and conditions of the software license agreement in place between the parties. Contractor shall have the right to use its products, tools, know-how on other efforts without the prior approval of the department. Contractor shall obtain the approval of the department prior to using materials covered by Article 10 outside of this agreement.

**Article 18. Warranties and Disclaimer.**

The contractor warrants that the services will meet the contracting agency's requirements set out in the specifications. The contractor does not warrant that the system will meet the contracting agency's requirements not expressed in the specifications. Requirements not reasonably inferred from the specifications are specifically disclaimed by the contractor.

## APPENDIX B<sup>1</sup> INDEMNITY AND INSURANCE

### Article 1. Indemnification

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

### Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

## APPENDIX C SCOPE OF WORK

This contract incorporates the following documents by reference:

- **TOPS Request #0087-06-13-01;**
- **TOPS Response / Cost Proposal #0087-06-13-01.**

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

1. This contract document;
2. TOPS Request #0087-06-13-01;
3. TOPS Response / Cost Proposal #0087-06-13-01.

Any scope clarifications and/or negotiations that would not have the effect of changing the ranking of responses may be included below (or on additional pages, if necessary):

### **Deliverables:**

- Project Management
  - Project Plan – Based on initial plan developed by Simon Taylor
    - Communications Plan
    - Roles and Responsibilities
- Change Management Plan
  - Stakeholder Identification
- Business Analysis
  - Gap Analysis of Identified Business Processes
  - Traceability Matrix
    - Functional and Non-Functional Requirements
- Technical Design and Architecture
  - Design and Interface Specification Documents
  - Work Breakdown Structure
  - Testing Plan
    - Test Scripts
    - Unit Testing
    - UAT
- As-Needed Implementation Support

The contract includes preparation of all core deliverables listed above for each of the 28 integration points between IRIS and existing DHSS systems. These deliverables necessarily precede implementation of each individual DHSS system with IRIS. As the implementation phase for each integration point approaches, the RDI PM will prepare estimates for implementation and assess this need against current staffing levels within DHSS. This estimate will be presented to the SOA PM for formal review.

If current DHSS staffing levels do not meet the demands presented by the implementation effort, RDI will estimate the outstanding number of hours and present the SOA PM with the option to utilize RDI technical staff to fill that need with hours from this contract. If the SOA PM decides to use RDI staff for implementation, revised budget forecasts will be provided and the changes will be integrated into the change control process. As soon as the primary deliverables are completed for each integration point leading up to implementation, the RDI PM will continue on to the next integration point, thereby “spinning off” implementation efforts in parallel.

**Risk Mitigation/Contract End Date:**

The IRIS project has a history of missed milestones. If the Go Live for Financials is pushed back, it could significantly delay this project. Although the proposed cost and schedule factors take this into account, the risk is high enough that RDI recommends revising the end date of the contract to 6/30/2015.

**Team Addition:**

Adding two (2) team members to the project:

- Ian Sexton, Sr. Programmer/Analyst to assist Ed with Technical Analysis
- Andrea Gallagher, Project Manager/Sr. Analyst to assist with general project duties.

**Travel:**

Should travel be required, it will be approved by the State PM and will be funded out of project monies already in place for this project and will not be an added cost to the State of Alaska.

**APPENDIX D**  
**PAYMENT FOR SERVICES**

Payment for services provided under this contract shall not exceed **\$345,000** for the period of performance of this contract.

The contractor shall be paid a rate of **\$115** an hour.

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Work will be billed on a monthly Time and Materials basis. Status reports and timesheets will be included with monthly invoices.

Each invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number.
- include an invoice number

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Address invoice to:  
AK Dept of Health and Social Services  
Finance and Management Services  
3601 C St., Suite 578  
Anchorage, AK 99524-0249

Invoice Delivery:

Invoices should be emailed to Diana Stevens

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Appendix E

STATE OF ALASKA  
DEPARTMENT OF HEALTH & SOCIAL SERVICES  
HEALTH INSURANCE PORTABILITY AND  
ACCOUNTABILITY ACT OF 1996 ("HIPAA")  
BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health and Social Services ("Covered Entity" or "CE") and Resource Data Inc (RDI) ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d -- 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;

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

1. Definitions.

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

permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.

b. Specific:

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

2. Permitted Uses and Disclosures by Business Associate.

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

3. Obligations of Business Associate.

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

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

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

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

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

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in

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

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

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of

the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.

- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to, and shall provide CE with a written report detailing the results of the assessment within 60 days of completing it.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

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

m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.

n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty imposed on CE or monetary settlement reached by CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.

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

5. Termination.

a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.

b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.

c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If

destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.

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

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

**COST PROPOSAL**

Cost proposal must include all costs required to perform the work as described, including but not limited to travel costs, labor, overhead, etc. **BOTH HOURLY RATE AND EST # OF HOURS MUST BE COMPLETED FOR YOUR PROPOSAL TO BE RESPONSIVE.**

If additional unanticipated work is required after TO contract award, it shall be performed at the hourly rate quoted below. All proposed individual resources and subcontractors are subject to the approval of the TO Manager. Any change in individual resources or sub-contractors after award will require approval by the Agency Project Manager.

To ensure the optimum use of public funds, the state will review cost reasonableness in the following manner:

1. If any response has a cost proposal that is 50% or greater above or below the average cost of all responses, the state reserves the right to not consider that response. (Ex: Given an average cost of \$10,000, responses with cost proposals \$15,000 and higher or \$5,000 and lower may be rejected.)
2. **BEST VALUE:** If the highest ranked vendor's cost proposal is 10% or more greater than the second highest ranked vendor's cost proposal, the state reserves the right to make award to the second highest ranked vendor.
3. **LOW PRICE:** Past Performance Information (PPI) shall be applied to your Total Cost as a percentage reduction equivalent to your current PPI score for evaluation purposes. (Ex: If your current PPI score is 5, your Total Cost will be reduced by 5% when comparing to other costs.)

**COST**

Hourly Rate		Est. # Hours		Total Cost
\$ 115	x	3000	=	\$345,000.00
ETS Fee (\$300 + .5% of Total Cost)				\$2,025.00
Total TO Cost				\$347,025.00

**PROPOSED INDIVIDUAL RESOURCES**

JENNY MUNROE	TOM FLETCHER	ED HAND
JUDIE SHAW		

**PROPOSED SUB-CONTRACTORS**

Name	Description of Work	% of Overall Work

**VENDOR INFORMATION**

Vendor Name: Resource Data, Inc. (RDI)



By checking this box, I, Howard Earl for Resource Data, Inc. (RDI), represent that I am authorized to and do bind the vendor to this response. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for contract termination and removal from the vendor pool.

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**GENERAL INSTRUCTIONS**

Vendors must use the template set out herein for submission of their response to a TOPS Request Form. Modifications to the format of this template (e.g., altering font size, altering font type, adding colors, adding pictures etc) will cause your response to be rejected.

Please list your experience in the following Categories: Project Approach, Risk Assessment, and Experience/Qualifications.

**PROJECT APPROACH**

Provide a concise and detailed summary of your approach to delivering the services described in the TOPS Request Form. The summary must demonstrate your understanding of how to successfully complete the work in a way that meets the State's needs.

Project Approach cannot exceed one page.

**RISK ASSESSMENT**

Itemize potential controllable and non-controllable risks associated with providing the services described in the TOPS Request Form and concisely describe how you will mitigate each risk.

Risks cannot exceed one page. You may add/delete additional rows to identify additional risks and solutions, but do not exceed the page limit. Do not include any cost or marketing information.

**EXPERIENCE/QUALIFICATIONS**

Describe your experience and qualifications specifically as they pertain to the services described in the TOPS Request Form. If applicable, please provide your responses to Special Expertise & Experience, and Special Considerations or Constraints areas. Your response may include prior experience, engagements, and/or past performances relative to the department needs and/or requirements as they pertain to the TOPS Request Form in these sections.

Experience/Qualifications cannot exceed two pages.

## PROJECT APPROACH

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

The State of Alaska's IRIS implementation will have a major effect on DHSS operations, business processes, and IT systems. This task order is critical to anticipating problems with the IRIS implementation and minimizing disruptions to DHSS workflows. The Technical Transition Plan was a key first step in mitigating risks for DHSS; it serves as the perfect foundation for this project. We propose to build on its findings and recommendations with a strong integrated team.

The required work falls into three categories: Business Analysis, Technical Design and Architecture, and Project Management. Our team has three strong leads for each area, and we will supplement each with additional staff when required. None of these three leads will be required full-time for the project duration, so their hours and involvement will be adjusted according to fluctuating project needs.

Our Project Manager, Jenny Munroe, possesses unrivaled relevant experience to ensure success on this project. Not only has Jenny recently completed a similar IRIS integration project for another State agency, she also designed and implemented the project management deck being used by the DOA and CGI Project Management teams on IRIS. Jenny will leverage this experience and build upon it for DHSS. She will employ sound project management methods based on the PMBOK that have proven highly effective on past engagements. The PMBOK provides guidance for change management, scope control, resource assignment, and budgeting—all critical tasks for DHSS senior management. Weekly or more frequent team meetings will be held, and online tools will be used for all task assignment and status reports. DHSS will have online access to all project data and schedules.

Our work will begin with the 28 integration points and 19 business processes previously identified. Of course, we will capture additional minor issues along the way, but the initial focus will be these key items. The first step will be to prioritize the integration points and business processes. DHSS has made clear that certain areas are more important—especially those that involve payments to clients and service providers. This compilation comprises the initial gap analysis.

Working with DHSS, our staff will determine the type of work needed for each integration point and business process. Most will require a blend of business analysis and technical design, but some may need only a pure technical interface with little business analysis. A COTS systems integration of the size and scope of IRIS will necessitate some changes to business process. We will facilitate such changes, noting that success in this area is dependent on full support of DHSS leadership, management, and staff.

The Project Manager will chart out the technical and business gaps, assign resources including DHSS staff, and begin building the Traceability Matrix. This deliverable will allow DHSS staff to trace back all requirements/specifications to the business/interface need. As soon as a functional area has been defined and analysis is complete, the Technical Lead will coordinate with DHSS and the IRIS team to develop the detailed design and interface specifications. We will also provide associated time, technology, and labor estimates so that each functional area can be spun off as a separate sub-project. Additional technical staff will be brought in as needed on a task-by-task basis. A comprehensive WBS along with design documents and specifications will be developed.

This integrated approach allows DHSS and RDI to prioritize and implement parallel development efforts, which will be assigned to third parties or project staff as appropriate. Central to the successful execution of this project is the organized and clear communication of the prioritized order of the project approach so that DHSS understands the logic behind the progressive development. Our comprehensive project management will allow all work, contractors, and projects to be coordinated for success.

A critical part of the design effort will be development of test scripts, protocols, and an overall testing plan. Each unit of development will be tested individually, and the final integrated systems will be tested and accepted by the users prior to completion. Comprehensive user acceptance testing may require employing a test manager depending on the scope/timing of the test work. We can provide this or coordinate with DHSS for this role.

## RISK ASSESSMENT

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

RISK: Lack of communication

WHY IT IS A RISK: Lack of communication can cause projects to fail.

OUR SOLUTION: In addition to providing regular status reports, we will host status meetings between our project manager and the client project manager, key users, and the IRIS team (as appropriate) every week. We also encourage informal communication daily, be it face-to-face, email, text, IM, or phone.

RISK: New technologies, new processes, and new interfaces driven by IRIS

WHY IT IS A RISK: Process change is always difficult. At times there may be conflicts with regulatory constraints or external groups. Resisting change is a normal human emotion.

OUR SOLUTION: We will work with DHSS to communicate the reasons why change is required to affected users, and collaborate with DHSS personnel to leverage the new software to improve processes. The efficiencies gained from process change often have the added benefit of reducing development effort and cost. Easing the transition and ensuring project success will require careful, thorough work; heavy involvement by users and managers; and team work!

RISK: The IRIS project has a history of missed milestones

WHY IT IS A RISK: If the Go.Live for Financials is pushed back, it could significantly delay this task order.

OUR SOLUTION: Our proposed cost and schedule factors in a buffer that would allow us to continue minimal work on the project without having to completely stop work until IRIS is back on track.

RISK: Users and staff too busy to participate

WHY IT IS A RISK: Agency staff is busy with normal duties. Meetings and collaboration required for this project compounds their workloads and conflicts with daily business requirements.

OUR SOLUTION: Good communication with users, explaining the timing and needs for this project, and giving users advance notice is a proven way to minimize this problem. At times, Management may need to provide cover for users if they have to choose between competing priorities.

RISK: Incomplete user stories

WHY IT IS A RISK: Incomplete user stories will require additional review and could potentially delay test scenario creation or lead to incorrect or inadequate test scenarios.

OUR SOLUTION: Our team and DHSS staff will review user stories prior to beginning test scenario creation to ensure they are complete and capture all desired functionality. The team will notify the project manager immediately of any identified gaps, and assist with prioritizing corrections.

RISK: Inadequate or incomplete functional test scripts

WHY IT IS A RISK: An inadequate test plan leads to improper and incomplete testing.

OUR SOLUTION: Writing testing scripts as development occurs and designating a separate testing phase allows us to minimize this risk by ensuring that all functionality is accounted for as it is developed.

RISK: Inadequate or incomplete test data

WHY IT IS A RISK: Inadequate test data leads to errors and other issues that hinder the overall schedule and success of the project.

OUR SOLUTION: Our test manager will identify gaps and work with the project team to prioritize issue resolution; however, flawed test data should not have a significant effect on test scenario creation.

RISK: Coordinating with the IRIS team

WHY IT IS A RISK: A large part of the plan is based on specifications exchange with the IRIS team.

Difficulty coordinating efforts or mistakes in detailed specifications will cause delay or failure of modules.

OUR SOLUTION: We know key members on the IRIS team, and we have done similar work in the past. Our rigorous PM methods will mitigate disruptions or poor communications.

## EXPERIENCE/QUALIFICATIONS

BEST VALUE PROCESS ONLY: EVALUATOR NAME:

SCORE: 10 5 0

## COMPANY QUALIFICATIONS

1. Our firm has provided software development and support services for dozens of successful critical projects for a number of State agencies, from requirements gathering and project management through design, development, testing, and implementation. We have provided extensive development, project management, and testing services for significant State projects such as the Department of Revenue's Data Entry and Examination (DEX) application to improve tax return processing, and the online PFD application. RDI is currently the Project Management lead for the TRMS (Tax Revenue Management System) COTS implementation project.
2. Our team has been involved with the IRIS project since its beginning, with six of our Juneau staff actively involved in various aspects of analysis and project management for the IRIS team. We recently provided process modeling support for the project, interviewing subject matter experts and managers from a variety of State agencies and documenting a technical transition plan for each department, detailing as-is and to-be models of how specific systems and interfaces will be affected by the implementation of IRIS.

## STAFF QUALIFICATIONS

**JENNY MUNROE, PROJECT MANAGER:** Jenny is a PMP-certified project manager with proven expertise in employing a fact-based, process-oriented approach toward reaching aggressive goals in support of cost, timeline, customer service, and organizational objectives. She recently finished the IRIS Integration Assessment at the Alaska Department of Fish & Game (ADF&G). Jenny also worked on the IRIS project to stand up the critical project management artifacts that are currently guiding the IRIS team. As a result, she is intimately familiar with processes that IRIS is using.

**TOM FLETCHER, SR. ANALYST:** Tom has successfully led numerous projects for State and Federal agencies. An expert in Scrum methodology and PMP processes, he has led teams through the entire project lifecycle—from requirements and analysis to testing and deployment. He has experience authoring design and implementation plans for several large State IT projects including the License Modernization Project with Alaska Department of Fish & Game, and the Department of Labor and Workforce Development's Workforce Investment Performance System. Additionally, he is a highly regarded senior developer and database analyst/designer with eight years of experience with SQL Server and Oracle database tools, and a variety of experience on large-scale government projects.

**ED HAND, TECHNICAL LEAD:** Ed is a PMP-certified technical project manager with over 20 years of diverse IT experience. His recent work includes assisting DHSS with implementing a database to host the SHARP program's needs assessment model, and a SharePoint application to host the program's practitioner applications. This direct experience with DHSS staff, systems, data, and business processes will help ensure that the department's needs are met in an efficient and cost-effective manner.

**JUDIE SHAW, BUSINESS ANALYST:** Judie is a Business Analyst with strong writing skills and extensive experience writing user manuals and IT project documentation. She regularly works with multiple parties to define and develop a variety of documentation. Judie served as the Business Analyst on the ADF&G IRIS Integration Assessment. She worked hand-in-hand with the IRIS team to create a robust roadmap that will guide ADF&G through the conversion process.

## RELEVANT EXPERIENCE

**ALASKA DEPARTMENT OF FISH & GAME: IRIS INTEGRATION ASSESSMENT**  
RDI provided the Department of Fish & Game (ADF&G) with a thorough needs assessment for the replacement and integration of its legacy administrative applications into the IRIS project. Those systems included ETS (expense tracking), ISIS (mid-year audit), ADAM (personnel) and TAZ (budgetary/project

## EXPERIENCE/QUALIFICATIONS (CONT.)

management). The Needs Assessment included a Gap Analysis/Traceability Matrix to determine exactly which business functions that would not be incorporated into the IRIS project and a Requirements Analysis to determine additional business requirements that are desired which will not be included in IRIS. RDI also utilized Business Process Mapping to identify necessary business process changes. These required changes were documented in an effort to aide Executive level management in their change management strategy. RDI provided ADG&G with detailed information to guide the department through the IRIS transition and provided a roadmap to ADF&G for pursuing replacement of systems that would not be incorporated into IRIS.

**STATE OF ALASKA: INTEGRATED RESOURCE INFORMATION SYSTEM (IRIS)**

Our firm is working as a sub-contractor on the IRIS Project, a large-scale implementation of a new enterprise resource planning (ERP) system to modernize the State of Alaska's accounting, financial, payroll, human resources, and procurement systems and processes. The goal of the IRIS project is to improve the State's administrative processes and performance. The process includes upgrading existing applications by implementing an integrated solution based on the AMS Advantage 3, SymPro, and Meridian Enterprise products provided by CGI. The components set forth are implemented in phases in order to complete the project expeditiously while minimizing risks and operational impacts. The system components being implemented are Debt Manager (SymPro) Learning Management (Meridian) Financial and Procurement Human Resources Management (HRM) and Payroll. Key deliverables in this project included interviewing subject matter experts and managers from a variety of state agencies to create a technical transition plan for each department, detailing how specific systems and interfaces will be affected by the implementation of IRIS.

**DCCRA SYSTEMS CONSOLIDATION: ANALYSIS, DESIGN, AND BUILD**

The DCCED's Division of Community and Regional Affairs had implemented a dozen small, independent systems to track data and provide business information including infrastructure, grants, plans, community profiles and management tools. The systems were out of date, did not comply with State or Department standards, and were riddled with redundant data. Our team documented and analyzed these systems. We then redesigned a system to consolidate three main existing systems (RUBA, CDO, and STARS), and nine subsidiary systems, enhancing manageability and facilitating extensibility as systems and business needs grow. We created a normalized and consolidated entity relational diagram (ERD) and data migration plan, designed a new portal, and integrated the system data to reduce redundancy and increase productivity and extensibility.

**Deliverables included:**

- Project Charter and Process and Systems Analysis (PSA)
- Software Requirements Specification (SRS) and Traceability Matrix
- Design Concept and Design

Following analysis and design, RDI began developing and maintaining a relational database while working with business users to identify, clean, and migrate old data into the new system. The database was implemented in SQL Server and the intranet application uses ASP.NET Web Forms on top of N-Tier architecture, with the Entity Framework for data access, and MSTEST and Moq for unit tests. We are currently continuing to build out this system consolidation.

**DCCED, BANKING & SECURITIES: SYSTEM REQUIREMENTS**

The Division of Banking and Securities is charged with regulating, chartering and licensing banks and financial institutions. At the time this project began, the systems used to support this work were inadequate and there was a large volume of data that was submitted by chartered institutions that needed to be processed efficiently. RDI defined and documented the detailed requirements for a banking and securities examination, licensing, and registration system. We defined the requirements, process flows, and business needs for a new system. Included in the deliverables were a Traceability Matrix that linked all requirements to process steps, and an architecture document for a single application that was flexible enough to meet the needs of both sections.