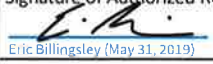



Standard Agreement Form for Professional Services

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

1. Agency Contract Number 0619-192		2. Contract Title Hospitality Services for Alaska Pioneer Homes	
3. Vendor Number NAM95186		4. IRIS CT Number	5. Alaska Business License Number 431864
This contract is between the State of Alaska,			
6. Department of Health & Social Services		Division Alaska Pioneer Homes	hereafter the State, and
7. Contractor NANA Management Services, LLC. hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
800E. Dimond Blvd, STE 3-450		Anchorage	AK 99515
8.			
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>2.4 Appendix D sets forth the provision for payment</p> <p>2.5 Appendix E governs the use of Protected Health Information under this contract.</p> <p>2.6 Appendix F confirms the Contractor is in good legal standing with the federal government.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2019, and ends June 30, 2020 with five (5) one (1) year renewal options to be exercised at the sole discretion of the State.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$ 10,099,944.20, in accordance with the provisions of Appendix D.</p>			
9. Department of Health & Social Services		Attention: Division of Finance & Management Services	
Mailing Address PO Box 110650, Juneau, Alaska 99811-0650		Attention: Grants & Contracts Support Team	
10. CONTRACTOR		12. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm NANA Management Services, LLC.			
Signature of Authorized Representative  Eric Billingsley (May 31, 2019)	Date May 31, 2019		
Typed or Printed Name of Authorized Representative Eric Billingsley			
Title President			
11. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division Health & Social Services / Alaska Pioneer Homes	Date 5/31/19	Marian Sweet	
Signature of Project Director 		Typed or Printed Name Sana Efrid Marian Sweet	
Typed or Printed Name of Project Director Clinton Lasley		Title Acting Assistant Commissioner	
Title Project Director			

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

Appendix A

General Provisions

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection.

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure.

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

Appendix B²

Indemnity and Insurance

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

Appendix C

Description of Services

*Should there be a conflict among documents, the following order of precedence shall govern the resolution of conflicts:
First, this contract document, Second, the RFP, Third, the proposal.*

Scope of Work

The Contractor will provide food, housekeeping, and laundry services for all six of the Alaska Pioneer Homes (APH) locations. The Contractor will be required to comply with the State Assisted Living Statute AS 47.05, 47.32 and 47.33, 7 AAC 10 and 7 AAC 75 of Alaska Administrative Code and Pioneer Home Statute AS 47.55 and 2 AAC 41 of Alaska Administrative Code and all other applicable State and Federal Regulations.

Definitions

For the purposes of clarification, the following terms apply to this contract:

Average Daily Census: The Average Daily Census is the average number of Elders in a facility on any given day. The Average Daily Census is used during the evaluation process as an estimated number of meals to be served at each location and on each day.

Consumables: Consumables are all items used by the Contractor that are either consumed or used in a manner that will not permit them to be reused. Consumables include, but are not limited to, all foods and food supplies, gloves and other personal protective equipment and supplies, plastic utensils, paper napkins, paper plates and all other single use food service items.

Procurement Officer: The Procurement Officer is the Department of Health and Social Services State Employee that has the sole authority to issue amendments to this contract. The Procurement Officer is not located and does not work at any of the Contract Facilities.

Contract Executive Manager: The Contract Executive Manager is an employee of the Contractor and is responsible for the overall contract operations on a statewide basis.

Daily Board Rate: The Daily Board Rate is the total of the Single Meal Rates for each Elder in a facility. The Daily Board Rate is the total Single Meal Rates offered to provide Breakfast, Lunch, Dinner, and includes the costs for all other services associated with the provision of food services at the particular home.

Daily Housekeeping Rate: The Daily Housekeeping Rate is the amount to provide Housekeeping Services on a daily basis as described in this contract. This rate includes fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with the performance of the Housekeeping Services required by the contract.

Daily Laundry Rate: The Daily Laundry Rate is the amount to provide Housekeeping Services on a daily basis as described in this contract. This rate includes fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with the performance of the Laundry Services required by the contract.

Facility Administrator: The Facility Administrator is the State Employee that is the lead contact for the Contractor at each Contract Facility.

Contract Facility Executive Manager: The Contract Facility Executive Managers are employees of the Contractor and are responsible for the day to day operations at each contract facility.

Housekeeping: Under this contract, the term housekeeping is defined as services necessary to maintain a clean and odor free facility and to ensure Elders have a clean and orderly environment, free of hazards. This includes cleaning and sanitizing of Elder's rooms and furniture, hallways, corridors, washrooms, lounges and other building areas, the stripping, waxing and buffing of floors, the washing of windows, and ensuring conformance with Alaska State sanitation standards. **The offeror MUST understand that housekeeping includes ALL janitorial type tasks.**

Equipment: the term equipment is defined under this contract as all non-stationary, powered, non-consumable items in each facility.

Pioneer Homes: When used throughout this contract Pioneer Homes is inclusive of the Alaska Veterans and Pioneers Home. Pioneer Homes refers to the six facilities located in Anchorage, Fairbanks, Juneau, Ketchikan, Palmer and Sitka. Individual Pioneer Homes are referred to as "Home" or "Facility."

Project Director: The Project Director is the State Employee designated by each Facility Administrator for the purposes of day to day communication with the Contractor's Contract Executive Manager or Contract Facility Executive Manager at each specific facility. The Project Director may be the State Employee designated to approve the monthly invoices submitted by the Contractor.

Elder The term Elder means any person that currently resides in a contract facility. This includes an Elder at a Pioneer Home.

Single Meal Rate: The Single Meal Rate is the rate the Contractor may charge when providing a single meal to a guest, Elder, or other individual at a Facility. The Single Meal Rate is the rate offered in the cost proposal section of this RFP for each meal. The Single Meal Rate offered for each Breakfast, Lunch, and Dinner equals the Daily Board Rate when added up. The Single Meal Rate includes the cost for all drinks, snacks and night nourishments as well as all fixed costs, variable costs, all contract employee costs, shipping and transportation charges, transitional costs, profit, insurance, and all other costs that are associated with providing the required Food, Dining and Dietetic Services at all of the contract facilities.

General Responsibilities

The Contractor must meet the following General Responsibilities at all contract facilities:

1. Provide professionally managed wholesome food and dining services for Elders, staff and guests at all contract facilities utilizing the equipment and utensils of the facilities to the extent possible. The Contractor is to procure, handle, store, prepare and supervise the preparation and serving of food items to provide attractive, well-balanced meals. The meals must include special dietary foods as required by Elders, including liquid tube feedings and supplements such as Thicken, Ensure or similar products, as ordered by their physician or licensed primary health provider.

2. The Registered Dietitian must be available daily to consult either in person or at least telephonically with physicians, staff, and Elders on dietary matters. The Dietitian shall work in cooperation with the food preparation staff to ensure proper dietary requirements are met on a daily basis. The Dietitian shall also make visits to each contract location on a quarterly basis.
3. The Contractor must conduct ongoing procurements of consumables for all the above services.
4. In addition to the Food and Dining Services the Contractor is required to provide professionally managed, high quality housekeeping and laundry services that meet OSHA requirements for assisted living facilities, for Elders of the Home utilizing the facilities and equipment of the Home.
5. The Contractor shall provide all labor necessary to accomplish the requirements of providing food service, dining, housekeeping, and laundry services at all six homes.
6. Housekeeping, Laundry, and Janitorial consumables will be inventoried at the time of transition and replenished to meet the original inventory at the end of the contract life.
7. The contractor shall abide by the requirements laid out in RFP 190000058 Attachments 1-4, incorporated by reference and made a part of this contract.

Specific Responsibilities

The Contractor shall meet the following Specific Responsibilities at all contract facilities:

1. Provide food, housekeeping and laundry service which includes procuring and providing all necessary cleaning and non-motorized supplies.
2. Procure and provide all food and food service operating supplies.
3. Employ, train, and supervise all contract employees.
4. Ensure compliance with 8 AAC 31, The Alaska Food Code, including sanitation standards.
5. Implement daily, weekly and monthly cleaning schedules of each area utilized in each facility and all offsite locations in the performance of the contract to comply with all applicable state laws, regulations, and licensing requirements. Copies of the cleaning schedule must be provided to the Facility Administrator or Designee at each contract location upon request.
6. Ensure all contract employees follow all applicable State of Alaska and contract facility policies and procedures.
7. Contract employees are to function as members of the team of employees serving the Elders at each facility, subject to the same policies and procedures as state employees.
8. Contract employees must be proficient in English and use English when on the job.
9. Provide or employ a Contract Executive Manager to assess the performance of all contract personnel, compliance with the contract and satisfaction of the facilities with the contracted services. An Executive Assessment must be conducted on site, on a quarterly basis during the first year of the contract, and quarterly thereafter in the event of renewals. More frequent on site visits may be conducted if mutually agreed upon by both Contractor and Facility Administrator or Designee. Executive Assessment findings will be reviewed with the Division Director and Facility Administrator or Designee for each contract location at each visit.
10. Pay for physical examinations and necessary vaccinations or medical procedures for Contractor's employees otherwise noted in this contract. This includes any OSHA defined blood borne pathogen requirements, if applicable.
11. Manage all Contractor employees in the facilities in accordance with all State and Federal regulations and laws.
12. Perform food surveys once each year obtaining input from Elders and responsible parties (power of attorney).

13. Replace all broken or lost china, silver, glassware, flatware, trays, utensils provided by the state to maintain the initial inventory levels. This includes items located in the neighborhood kitchens. Replacement items must be identical or of like quality to the broken or lost items.
14. Maintain contracted employee files on site at all Pioneer Homes, which should include results of background check, orientation and training records and other documents identified as required through inspections and regulations.
15. Maintain all state and Contractor utilized premises and facilities to meet or exceed all applicable sanitation and cleanliness standards.
16. Comply with the rules and regulations at each contract facility and all other federal, state and local laws and regulations governing its business operations which are or may become applicable during the contract term including all possible renewal options.
17. Facilitate any extraordinary food service activity or function authorized by a Facility Administrator or Designee.
18. Maintain a proactive program designed to help the facilities conserve energy, and to actively assist in the care and management of all state owned facilities and property.
19. Invoice the State monthly, by Pioneer Home, for the services provided.
20. Provide appropriate levels of dietetic services to assure that all food services meet all necessary standards as described herein.
21. Be willing to perform efficiency studies of food service operations at the request of the State.
22. Understand and comply with the Eden Philosophy of Care, including the 10 principles and core values to ensure that all services provided are elder centered and staff receive training. At the Contractor's expense, all contract managers and supervisors must become Certified Eden Associates. All other contract employees are required to participate in the same level of in house Eden trainings as are their State of Alaska counterparts.
23. The Contractor must employ the current staff under a transitional plan mutually agreed upon by the Contractor and the State.
24. Pay for the cost of fingerprinting and background checks of Contractor employees working at the Home.

Joint Responsibilities

The following items require the Contractor and the State to work together in a cooperative manner. The Contractor and each facility shall be jointly responsible for the following items:

1. Participate fully in the safety programs at the facilities, define safety programs specific to the dietary, food service, food storage and sanitation departments of the facilities (if applicable) and ensure compliance by all staff.
2. Participate as appropriate in the care plan meetings and management programs of the facilities and ensure compliance by all staff.
3. Participate fully in the infection control programs of the facilities and ensure compliance by all staff.
4. Participate fully in the risk management and quality assurance programs of the facilities and ensure compliance by all staff.
5. Assure security of buildings and contents.
6. Encourage energy conservation.
7. Aggressively manage a waste prevention program.
8. Strive for simple and effective communication.
9. Actively participate in teamwork to accomplish all of the goals established by each facility within the limitations of our mutual resources.

10. Adhere to policies and procedures related to all aspects of each facility's operations.
11. Inventory the china, silver, glassware, flatware, trays and utensils provided by the State annually. Compare the annual inventory to the previous year's inventory to identify and document the items the Contractor must replace.
12. Inventory the linen and terry to identify and document items the state must replace.

State Responsibilities

The State is responsible for the following items at each contract facility:

1. Pay the costs of heat, electricity, natural gas, steam, air conditioning, garbage and trash removal, refrigeration, water, sewage and pest control.
2. Maintain food service, laundry and housekeeping equipment, furnishings, fixtures, and buildings, except as provided under "Contractor's Responsibilities" or as further defined under "Joint Responsibilities."
3. Acquire new food service, laundry and housekeeping, equipment, furniture, and fixtures, except as provided under "Contractor's Responsibilities" or as further defined under "Joint Responsibilities."
4. Where there are disputes or disagreements, the director or designee will have final decision making authority.
5. Provide necessary office desks, chairs, and file cabinets for contracted employees.
6. Provide all none disposable food service, laundry and housekeeping equipment.

Exceptions

The State recognizes that each facility has features and practices that make it unique. For example, while most facilities serve the main meal at mid-day, some may prefer the main meal in the evening. Similarly, each facility may have specific and unique menu requirements that are not addressed in this document.

For these reasons, the Contractor will be permitted to negotiate exceptions to some of the details contained herein. Such exceptions must be made in writing, and specifically approved by the responsible Facility Administrator. Negotiated exceptions shall not change the intent of the contract, nor substantively alter the responsibilities and obligations of either party. If negotiated exceptions are approved by a Facility Administrator, the final approval shall be by the Procurement Officer and the exception will not be permitted until a Contract Amendment is issued by the Procurement Officer.

This policy permitting exceptions will apply to the entirety of Appendix C.

Deliverables

In accordance with the Scope of Work above, the Contractor will complete the following deliverables:

The Contractor will be required to provide food, laundry and housekeeping services at all locations.

(a) MEAL VOLUME

The number of meals required each day varies by facility. The following table illustrates the estimated number of each meal including snacks, for each day at each facility. The numbers provided are estimates only. The State guarantees a minimum number of meals will be purchased. This minimum will be set at Four Hundred and Thirty Three (433). The daily board rate below the minimum Four Hundred and Thirty Three (433) census would be paid at 80% per unoccupied bed to meet the minimum 433 census guarantee.

	Breakfast	Lunch	Dinner	Snack	Total
Anchorage Pioneer Home	159	159	159	111	588
Juneau Pioneer Home	46	46	46	32	170
Sitka Pioneer Home	62	62	62	43	229
Fairbanks Pioneer Home	86	86	86	60	318
Ketchikan Pioneer Home	43	43	43	30	159
Veterans and Pioneers Home in Palmer	75	75	75	53	570
AKPH Totals	471	471	471	329	1742

(b) RAW FOOD SPECIFICATIONS

All food served at the contract facilities will meet the Raw Food Specifications as outlined in Attachment A.

(c) MENU PLANNING

A six week rotation cycle menu will be used in all contract facilities. The facilities may be on different menus. At each facility, one day's main meal within each week of the six week cycle menu must not be repeated from the previous six week cycle. For example, if the Wednesday dinner meal was selected as the facilities non-repeating meal for each week, each Wednesday dinner of each week would be an item not found in the regular six week cycle. These non-repeating meals will be used to feature seasonal items and cultural background and food habits of Elders. The menus developed should also take into consideration the diverse ethnic populations that may be present in contract facilities.

In addition to the non-repeating menu item, the same entrée ingredient cannot be served in any style or form on the day preceding or following the day the entrée ingredient is served. For example, if baked chicken is being served as the entree for the Tuesday dinner, chicken cannot be served in any style or form on the day preceding or following the Tuesday dinner, and baked chicken may not be found or repeated on that menu cycleweek.

Each six week menu for meals, snacks and night nourishment must be approved by the Contractor's Dietitian and provided to the Facility Administrator or Designee for review and approval at least two weeks prior to the effective date of the menu. The approved menus must be posted in the kitchen for the Contractor's staff and in the dining room for all Elders. The approved menus will provide a variety of foods and indicate standard portions at each meal. The Contractor's Contract Facility Executive Managers' will meet with the food service or other appropriate committee at each facility, if applicable, at least monthly to hear suggestions, comments, complaints and compliments with regard to the menu.

If the Contractor makes a change to the menu at any facility, the new menu item and the reason for the change must be provided to the Facility Administrator or Designee. Changes must be kept to a minimum. The Facility Administrator or Designee may deny the change if the substitute menu item is of lower cost or quality than the item on the agreed upon menu. If approved, the menu change must be posted in the kitchen and dining area.

A copy of all approved menus and changes to the menus must be retained by the Contractor for at least one year. A copy of all menus, changes and the reason for menu changes must be submitted to the Facility Administrator or Designee on a weekly basis.

The Contractor must follow the Recommended Daily Dietary Allowances (RDA) most current version, adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences for all meals and snacks provided to each facility. The Contractor must ensure that the menus are developed for a population over 64 years of age. Chopped, ground, pureed, or mechanical diets must be presented in an attractive, appetizing manner.

The menu at each facility will be developed and adjusted taking into consideration the cultural background, food habits and local tastes and preferences as long as each item on the menu meets or exceeds the RDA requirements and fits within the Daily Board Rate offered in response to the RFP. Individual Elder preferences must be accommodated.

(d) STANDARDIZED RECIPES

- I. A file of tested, standardized recipes designed specifically for the Elders at each contract facility and adjusted to appropriate yield, must be used in the preparation of all meals provided under this contract.
- II. The recipe files must be maintained in the Contract Facility Executive Manager's office. Copies of the recipes must be provided to the State upon reasonable request.
- III. Recipes are periodically reviewed by the Contractor for revisions and updating.
- IV. Low fat, low cholesterol, and low sodium menu items will list dietary measurements on the menu.
- V. The Contractor must be able to provide an accurate listing and amount of ingredients for each food served upon reasonable request.
- VI. Production sheets for each recipe must be present and kept current at each facility.
- VII. The recipe files must be available for inspection upon reasonable request by the state.

(e) PLATE WASTE SURVEYS

All Elders' plates should be monitored. A plate waste survey must be conducted once in a 30 day period. The written results of the plate waste surveys will be provided to the Facility Administrator or Designee and Division Director.

(f) CONGREGATE MEALTIMES

The following table indicates the general times for serving specific meals each day. Facilities may have variations to the schedule listed below and must be accommodated by the Contractor.

Meal	Time
Breakfast	7:00 am to 9:00 am
Lunch **	11:30 am to 1:00pm
Dinner	4:30 pm to 6:30 pm

****Lunch is usually considered the main meal.**

At least three meals or their equivalent must be served daily, at regular times, with not more than a fourteen hour span between the evening meal and breakfast, unless ample nourishments are provided between meals that are acceptable to the facility. The lunch meal is the main meal for all Homes except Ketchikan where dinner is the main meal.

(g) SPECIAL DIETS

- I. All special diets must be ordered by an attending physician and recorded in both the Elder's medical record and the Food Service Department's computerized record system if a computerized system is utilized at the facility.
- II. Special diets may be diabetic meals, soft foods only meals and liquid tube feedings and supplements such as Thicken, Ensure or similar product.
- III. Special diets ordered by a physician are planned by the Contract Facility Executive Manager and approved by the Dietitian. Unusual or complex diet orders are planned by the Dietitian, and provided in writing, to the Contract Facility Executive Manager.
- IV. Each special meal must be identified to ensure the appropriate Elder receives their diet as ordered.
- V. The Dietitian will assess on a quarterly basis the Elder's response to the special diet.
- VI. The Contractor will be responsible for providing appropriate diet manuals and other references for use by attending physicians, staff, Elders and family members.

(h) TRADITIONAL GAME FOODS

All traditional game foods that are served at a contract facility must meet or exceed the requirements described in Attachment B.

(i) ADDITIONAL MEALS

Additional meals may be required at each facility. The Facility Administrator or Designee at each contract location will file a special request with the Contractor providing adequate time, prior to each meal if additional meals are required. The advanced notice time frame will be mutually agreed upon by both the Facility Administrator and the Contractor upon the first use of this request.

State staff and facility guests must be able to purchase meals from the Contractor if prior notice is given to the Contractor as outlined above. All purchased meals must be served with the same portion policies as applicable to Elders. Contractor will provide meals (including festive/family meals) for volunteer/entertainers/visitors at the States' request at the special event pricing. The Facility Administrator or Designee may approve for volunteers and entertainers meals to be paid for by the facility. The Contractor will bill these approved volunteers and entertainers meals to the facility monthly.

The Contractor will collect the payment for food and beverages sold to guests and employees of the facilities. These receipts become the property of the Contractor. The State encourages the Contractor to develop a staff and guest incentive program that will offer both employees and guest debit cards or meal punch cards.

(j) QUALITY ASSURANCE

For quality assurance purposes, Facility Administrators should be provided free of charge one meal per day when in work status. The daily meal should be of the same quality, quantity and consistency as the meals served to the Elders at each facility. A limited number of other free meals will also be provided to the Director, members of the Pioneer Homes Advisory Board and various elected officials.

(k) SAMPLE MENU

All meals at the Pioneer Homes shall meet or exceed the following sample meal plan.

While the menu may vary from contract location to contract location, the same menu shall be followed in all dining areas of a contract facility, including puree meals, except for impractical situations such as salad bars.

At least three meals or their equivalent must be served daily, at regular times, with not more than a fourteen hour time span between the evening meal and breakfast, unless ample nourishments including sack lunches for late admissions are provided both between meals and after meals.

Breakfast: Fresh fruit and juice, eggs, breakfast meat, hot/cold cereals with milk, toast and/or other breakfast breads, decaf and regular coffee, tea and milk.

Lunch: Choice of two hot entrées, soup, potato or other starch, vegetable; salad bar 5 days per week with the other 2 days having a choice of 2 prepared salads, choice of two fruits, dinner rolls and butter, desserts, regular and decaf coffee or variety of tea and milk.

Dinner: Choice of sandwich or hot entrée, hot soup, bread and butter, choice of two fresh fruits, choice of two salads, dessert, regular and decaf coffee or variety of tea and milk or sugar free punch.

Night Nourishments: Snacks such as sandwiches, puddings, lunchmeats, cheeses, granola bars, fresh fruits, yogurt, cereal bars, cookies, chips, regular and decaf coffee or variety of tea, hot chocolate and sugar free punch.

Snacks The Contractor must make a variety of snack foods available for the Elders throughout the day.

Examples of snacks include crackers, peanut butter, cold cereals, fresh fruits, breads, pudding, yogurt, decaffeinated and regular coffee, milk, sugar free punch, condiments and other protein sources as required by Physicians, the Dietitian and Nurses. This includes stocking of snacks, drinks and other food items in each of the neighborhood refrigerators to ensure elders have access to food 24/7 as outlined in Medicaid Waiver regulations. Snacks excluding coffee and tea are for sole consumption of Elders and not for guests or employee consumption.

A cook-to-order or restaurant style option may replace an alternate menu item.

Leftovers from previous meals such as eggs, toast, casseroles, sandwiches or cereal are not considered substitute for a hot entree. The State prohibits the re-heating of previous menu items for use as the main course except as specifically approved in writing by the Facility Administrator or Designee.

A variety of “Night Nourishments” must be offered to the Pioneer Home Elders. These nourishments will be prepared daily and must be available at, or delivered to the unit before the dinner hour or with the dinner meal.

(I) SPECIAL MEALS AND EVENTS

Contractors are invited to recommend special meals and events they are able to provide. The cost of any additional events recommended or offered by the Contractor must be included in the Single Meal Rate offered in response to the RFP. Special meals and programs must be scheduled with prior approval of the Facility Administrator or Designee and the Food Service Committee or other appropriate committee if applicable.

The Contractor is required to provide only the following minimum programs and special meals. Any special events other than those specified below will become the responsibility of the sponsor of the special event.

The Pioneer Homes will recognize a special event as meeting the festive meal requirement for the month of service. The Contractor shall make allowances for all food products donated for special events. For example, if an outdoor picnic is planned that hosts guests, and food items are donated by others such as the Resident Council, the Contractor will adjust food costs for such donations. Acceptance of donations will be approved at the discretion of the Contract Facility Executive Manager at each facility to ensure food quality.

Beverage service will be provided for special events. Beverages may be coffee (regular and decaf), tea, fruit punch, sparkling cider or other similar product.

At the Pioneer Homes, as part of the recreational program, basic food supplies such as cake mixes, eggs, flour, sugar and butter may be used by Elders and staff for Elder directed activities.

Weekly

One special event per week: A special event is defined as a food service function usually with other department support, such as activities, in which the Contractor provides items that are presented in a manner different from regular meals. Elder’s guests and state employee may partake in these special events at no additional cost to the state. For example, ice cream social may be served from large containers, or cookies or cheese and crackers may be arranged on festive trays. Beverages such as coffee, tea, punch or juices will also be offered.

One food sensory activity per week: Sensory stimulation activates senses; taste, smell, vision, hearing and touch. Cooking activities can stimulate senses for elders and is important to create a home like environment, while triggering memories, encourages appetite and encourages elders to engage in the home, for example, making bread in the neighborhoods, cooking soups, baking cookies or pies. This should be done in each neighborhood and in coordination with other department support.

Monthly

One festive meal will provided each month: Normally, festive meals will follow recognized national or traditional holidays. However, local preferences may be arranged through the Contractor, the Facility Administrator or Designee and the Food Service Committee or other appropriate committee if applicable. The Contractor will also provide one unified birthday party per month, unless otherwise provided by a local organization. If the Contractor does not incur expenses related to a birthday party sponsored by another organization, the Contractor shall provide a replacement event.

Annually

The Contractor will provide food service for one annual event per home to be determined with each Facility Administrator to ensure coordination across the department occurs.

Occasionally

On occasion, an Elder will have a private party at the Home. Elders may make their own arrangements with the Contractor, but the Elder, not the State is responsible for any costs beyond normal operating costs. The State will provide all normal equipment and rooms, utility costs and non-consumable supplies. The individual Elder will be responsible for any additional Contractor labor costs associated with the event, special supplies, and the provision of food and beverages.

The Contractor will provide box lunches for Elders who are scheduled to take field trips, or Elders who will be off premises. Requests for box lunches must be submitted to the Contractor in writing by a Nurse or designee at least 24 hours in advance.

Periodic special events may require the Contractor's support such as significant facility anniversary dates. Such events normally will coincide with either lunch or dinner. The Contractor will provide food service for the regular planned menu (excluding festive or family meals) equal to the regular Elder meal count for that meal. The Contractor may charge the facility for any additional meals required during a special event if advance arrangements have been made with the Facility Administrator or Designee. The fee charged for any additional meals provided by the Contractor shall be based on the Single Meal Rate offered in response to this RFP. An example of a special (occasional) event could be a resident's 100th birthday meal in which the Administrator has invited dignitaries and guests to participate.

Modifications to special meals and events based on the preferences of the elders may be made and agreed upon by the home's Administrator and Contractor as long as the modifications is equivalent or equal value.

(m) FOOD PREPARATION EQUIPMENT

The State will provide all food preparation equipment as presently installed in the facilities. An inventory of this equipment will be taken by the Contractor and each Facility Administrator or Designee during the transition period.

Equipment listed on the inventory is the property of the state. No state owned equipment will be removed from the facility for any purpose, except with advance approval, in writing, by the Facility Administrator or Designee. The Contractor must not rearrange any of the equipment or furnishings present in the facility without prior written approval from the Facility Administrator or Designee.

Throughout the contract period, or any extension thereof, the State will maintain, adjust, and repair state owned facilities including the food preparation equipment located at each facility and furnished for the use of the Contractor in a manner satisfactory to the state. It will be the responsibility of the Contractor to report to the Facility Administrator or Designee, in writing, any condition that indicates that maintenance, adjustment or repair of the facilities or equipment is advisable or required. Failure by the Contractor to report equipment or facilities in need of maintenance or repair shall be considered negligence, and the Contractor will be liable for any damage to or deterioration of state owned installations or equipment. Kitchen ventilation equipment will be used in accordance with National Fire Protection Association code NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations.

(n) HEALTH CERTIFICATIONS

The Contractor must maintain all applicable Federal, State, and local health certification(s) for the duration of the contract and provide a copy of renewed certificates annually. The Contractor must meet all applicable Federal, State, and local health regulations in preparing and serving meals at all contract locations. The Contractor will be responsible for all costs associated with maintaining certification(s).

(o) FOOD PREPARATION AREACLEANING

Daily, weekly and monthly cleaning procedures must be implemented at all locations utilized in delivering the services required under this contract to comply with all applicable state laws, regulations, and licensing requirements. A copy of the procedures must be provided to the State upon reasonable request. The Contractor will be responsible for the cleanup of all areas utilized by the Contractor in each facility.

(p) FOOD PREPARATION SITE

The food provided under this contract will be prepared on site in each of the Pioneer Homes. All locations used to prepare food must meet all federal, state and local government requirements for a food preparation area.

(q) SUPPLIES AND EQUIPMENT

- I. Equipment must be ready for use at all times of the day and night to serve the Elders' needs. Care should be exercised during the handling and use of all equipment to prevent damage or breakage.
- II. Economy should be practiced and waste avoided in the use of all supplies. Willful destruction or waste of supplies by a contract employee will be grounds for dismissal.
- III. The State will replace and furnish additional equipment as necessary and as provided in the annual budget.
- IV. Upon termination of the contract, the Contractor will leave all furniture, fixtures and equipment furnished by the State, clean and in good condition, allowing for ordinary wear and tear.
- V. Food Service Items: The Pioneer Homes will provide the initial food service items such as plastic tableware, pots and pans, carts, china, flatware, glassware and trays as shown on an inventory conducted by the Contractor and the Facility Administrator or Designee during the transition period, and identified as Food Service Inventory. It will be the duty of the Contractor to inventory such equipment and food service items as deemed necessary by the Contractor during the year. However, an annual inventory is required in April of each year. A copy of the annual inventory shall be provided to the Facility Administrator or Designee no later than May 15th of each year. A comparison to the initial and previous year's inventory with a list of replacement items to be purchased by the Contractor in order to maintain original inventory.

Following the inventory, and regardless of the cause of damage, loss or pilferage, the Contractor will, at their cost, replace any and all such food service items in the quantity necessary to restore the count of each item on hand to the level as given in the original Food Service Items inventory conducted during the transition period. The replacement food service items furnished by the Contractor in fulfillment of this responsibility must conform exactly to weights, standards, patterns, and brands of the chinaware, flatware, glassware and trays originally provided by the facility, if the same are obtainable.

No exceptions to the above will be made by the Contractor without the express written consent of the Contract Administrator or Designee even if prices have increased at the time the Contractor purchases replacement items. The State assumes that normal wear and tear of food service items, minor pilferage, and minor breakage are the normal costs of doing business, and such costs must be borne by the Contractor. It will be the Contractor's responsibility to ensure appropriate controls are in place to minimize such losses.

(r) ZERO COST FOODSTUFFS

Zero cost foodstuffs include food donated to the facilities from family, friends, or other organizations and all Medicare reimbursed items, such as various supplies and formulas for tube feedings which are Medicare reimbursable.

Medicare reimbursement for tube feedings shall require the Contractor to complete the necessary federal forms for the Elder and submit these forms directly to the federal government. The Contractor will make tube feeding supplies available for the Elder.

(s) FOOD SERVICE PURCHASING

The Contractor shall be responsible for the purchase, delivery and payment of all food utilized at each contract facility. Food purchases must be of high quality and meet the standards as outlined in Attachment A, Raw Food Specifications. The Contractor shall be responsible for the provision of all appropriate condiments in individual packets. All food items purchased shall be invoiced to the Contractor's account. Under no circumstances will any shipments be invoiced to a contract facility.

(t) FOOD INVENTORY

The Contractor must maintain a two-week food supply at each Home at all times.

(u) FOOD STORAGE

- I. All food storage areas and regardless of location will be kept clean at all times.
- II. All foods or food items not requiring refrigeration will be stored above the floor, on washable shelves, racks, dollies or other surfaces which facilitate thorough cleaning, in a ventilated room, not subject to sewage or waste water back flow or contamination by condensation, leakage, rodents, or vermin. Unpainted or unfinished shelving is unacceptable. All packaged food, canned foods, or food items stored will be kept clean and dry at all times.
- III. All readily perishable foods or beverages will be maintained at temperatures of 7°C (45°F) or below, or at 60°C (140°F) or above, at all times, except during necessary periods of preparation and service. Frozen foods will be stored at minus 18 C (0°F) or below at all times. At the Pioneer Homes, there is an accurate thermometer in each refrigerator and freezer and in storerooms used for perishable foods. All foods stored in walk-in refrigerators and freezers will be stored above the floor on shelves, racks, dollies, or other surfaces that facilitate thorough cleaning as described above.
- IV. Leftovers must be stored and used properly.
 - a. All leftover foods will be properly covered, labeled, dated and refrigerated immediately.
 - b. Leftover foods are to be stored in shallow pans or small batches for rapid cooling within four hours.
 - c. Leftovers should be utilized at the next meal if possible. Any leftovers remaining after three days will be discarded. Cooks will check the refrigerators daily for outdated leftovers and dispose of them.
 - d. The Contract Facility Executive Manager will supervise the use of leftovers and write the instructions for their use on the proper production chart.
 - e. Gravies and sauces will not be retained as leftovers for longer than 72 hours, and any food mixed with mayonnaise will not be retained as leftovers for longer than 24 hours.
 - f. Leftovers from mechanical, soft, or pureed diets will not be used.
 - g. Spoiled or contaminated food will not be served.

- V. Pesticides and other toxic substances and drugs are not to be stored in the kitchen area or in storerooms for food or food preparation equipment and utensils.
- VI. Soaps, detergents, cleaning compounds or similar substances are to be stored in separate storage areas.

(v) NON PAYMENT OF MEALS

The Pioneer Homes will not pay for any meals that are spoiled or unwholesome at the time of service or otherwise do not meet the specifications of this contract.

(w) RECORDS AND COMPUTERIZATION

The Contractor must maintain a computerized record keeping system which:

- I. Provides complete information about revenues and expenditures in accordance with generally accepted accounting practices and principles.
- II. Provides records of all income, receipts, disbursements and expenses of the business and operations related to this agreement.
- III. Provides retention of the records by the Contractor at the contract facility for the period required by applicable state and federal laws or for one year, whichever is longer.
- IV. Makes all records available, at all reasonable times for inspection or audit by the State.
- V. Regularly provides standardized recipes, production sheets, diet modifications, nutrition analysis of foods served, and any special diets served specific Elders.

Upon termination of the contract, all records, including financial and individual dietary records, must remain with the State.

The contract facilities maintain medical records systems that include dietary orders. As specified in the Minimum Qualifications section of this contract, the Contractor's management employees must have at least one year of experience in the operation of microcomputers in order to input specific Elder information into the Homes' medical record system. The computers and printers shall be owned by the State with printer supplies including paper being provided by the Contractor. All software shall be owned by the State.

The Alaska Pioneer Homes utilizes Point Click Care (PCC) as an Electronic Health Record to track elder demographics, care plans and goals, documentation of daily care and services in addition to other related information. It is expected that the Contractor would utilize PCC for documentation related to nutrition and dietary goals for each elder. The Alaska Pioneer Homes will coordinate training with the Contractor for PCC and establish a timeline for Contractor to fully utilize all relevant modules in PCC. It is the expectation that PCC would be the only record keeping system used.

(x) COMPLIANCE

The Contractor must comply with all applicable laws, regulations, and ordinances related to the duties to be performed. Of special importance is the absolute requirement that the Contractor manage its areas of responsibility to the standards specified by the various state and federal licensing agencies as well as the maintenance of all applicable health certifications. The Contractor must be aware of any and all changes to all applicable laws, regulations, and ordinances related to the duties to be performed, and adjust accordingly to ensure continued compliance with all requirements.

The Contractor must also be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The

Contractor shall report any violations to the Contracting Agency and to the USEPA Assistant Administrator for Enforcement (EN-329). In addition, the Contractor must conduct all program operations in accordance with 7 CFR parts 210,215,220,245 and 250 as well as FCS instructions and policy.

(y) RELEASE OF INFORMATION

- Only the Facility Administrator, or a Designee, may release information about the facility, Elders, or State employees to external people, agencies, or companies.
- All information concerning an Elder's medical condition or medical treatment is confidential, and may not be released to anyone without the prior written consent of the Elder or their representative.

(aa) ELDERS RIGHTS

- I. Elders are entitled to exercise their rights and privileges to the fullest extent possible.
- II. Contract employees must make every effort to assist Elders in exercising their rights and to ensure Elders are always treated with respect, kindness, and dignity.
- III. Contract employees must allow Elders to take the time they desire to eat their meals in an unhurried, pleasant environment without strict timelines.
- IV. Copies of Elders' rights are posted or available at the facilities in booklet form. The Contractor will ensure compliance by their staff.
- V. Contractor staff will sign confidentiality notices and follow privacy rules under the Health Insurance Portability and Accountability Act, or HIPAA.

(bb) SITE INSPECTIONS

The State shall be allowed to conduct unannounced onsite quality control inspections. The site inspections are to ensure that conditions of the contract are being met in respect to serving temperature, presentation and quality of food being served and the overall interaction between the Contractor's staff and the facility's staff. The site inspections will also allow the State to ensure the required food service is in conformance with all applicable program regulations.

(cc) ACCIDENTS OR INCIDENTS

1. Accidents and incidents involving contract employees shall be reported immediately to the appropriate contract supervisor. The contract supervisor will direct the involved employee to the proper reporting procedure based on the contract facilities policies and procedures including the Unusual Occurrence Report (UOR) or Incident Report (IR).
2. Accidents and incidents involving state employees supervised by contract personnel shall be reported to the appropriate contract supervisor. The contract supervisor will direct the involved employee to submit a report based on the policies and procedures in place at the facility.

(dd) COMMUNICABLE DISEASES

If any employee has symptoms or signs of a communicable disease, or infected skin lesion, the employee will not be permitted to return to work until such time they have provided the facility with a signed and dated physician's certification that they are free of any contagious, infectious or communicable disease, and that they are able to resume their assigned full duties.

Employees will participate in each facilities infection control program and:

1. Attend all required staff education programs,
2. Practice universal precautions as the method of infection control; and
3. Comply with the policies for preventing the transmission of disease at each contract facility.

4. Accidents and incidents involving contract employees shall be reported immediately to the appropriate contract supervisor. The contract supervisor will direct the involved employee to the proper reporting procedure based on the contract facilities policies and procedures including the Unusual Occurrence Report (UOR) or Incident Report (IR).
5. Accidents and incidents involving state employees supervised by contract personnel shall be reported to the appropriate contract supervisor. The contract supervisor will direct the involved employee to submit a report based on the policies and procedures in place at the facility.

(ee) INSPECTION OF PACKAGES

The facilities reserve the right to inspect any package being brought into or taken from the premises. The refusal of a contract employee to permit inspection of such packages may be grounds for disciplinary action, up to and including dismissal.

(ff) HAZARDOUS OR TOXIC SUBSTANCES

The Contractor will ensure that all Material Safety Data Sheets for all chemicals used by the Contractor are provided on site, and that such data sheets have been reviewed and approved by the appropriate review committee in each facility (if applicable). The Contractor will maintain records which document that all employees working for the Contractor have received training and attended safety seminars informing employees of the location, purpose, and proper use of all chemicals as well as the location and usage of protective equipment that is available on the premises.

1. All toxic substances will be identified and labeled prior to being used.
2. Labels will contain at least the following data:
 - a) Name of the substance
 - b) First-Aid/emergency treatment
 - c) Antidotes
 - d) Proper and safe handling and disposal methods for the substance
 - e) Health effects
 - f) Potential for fire/explosion/spills
 - g) Chemical Reaction
3. A Material Safety Data Sheet must be posted in each supply room.
4. Biohazard materials will be labeled and handled according to Pioneer Homes' policy.

(gg) FIRE AND SMOKE BARRIER DOORS

Many of the facilities are equipped with automatic Fire and Smoke Barrier Doors, the doors provide a safer environment during an actual emergency. If a facility is equipped with Fire and Smoke Barrier Doors, they must be kept closed at all times, except those that are held open by an electric built-in magnetic device that will automatically close when the Fire Alarm System is activated or power failure occurs. Fire and Smoke Barrier Doors will not be blocked at any time, or be held open by any means other than the automatic holding device built into the door.

(hh) NON FOOD STORAGE AREAS

1. All storage areas will be kept free from the accumulation of trash, rubbish, oily rags, and paper at all times. Flammables and combustibles shall not be stored in areas where intense heat or open flame devices could ignite such matter. Janitorial supplies or other cleaning abrasives, toxics, caustics, and or flammables shall be stored in areas that are separate from food storage rooms and inaccessible to Elders. These items will be stored in compliance with all applicable fire regulations and state food preparation codes.
2. Gasoline shall not be stored within the facility at any time.
3. Oily rags, etc., shall be stored in metal containers with tight fitting covers.

(ii) ISOLATION

Occasionally, it becomes necessary to isolate Elders for infection control purposes. When this becomes necessary, special isolation procedures must be followed. All personnel will be trained in the infection control (if applicable) methods to use and must follow procedures as established.

(jj) EXPOSURE REPORTS

1. It is the policy of all facilities to fill out and complete an Exposure Report Form and Workers' Compensation form for all known exposures to body fluids. Should a contract employee splash blood or body fluids that contain visible blood into their eyes or mouth, or spill blood or body fluids that contain visible blood onto their skin where there is a cut, wound, chapped skin, or a skin rash, the exposed area should be immediately washed and the incident must be reported to the employee's immediate supervisor.
2. All needle sticks or cuts will be reported.
3. Work practice procedures designed to prevent toxic or pathogenic exposure incidents will be followed.

(kk) CLEANING AND MAINTENANCE

1. The premises, equipment and facilities will be maintained throughout the life of this contract and any renewals in a condition satisfactory to the facilities. The Contractor will adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of the contract.
2. The Contractor shall provide complete cooperation and access to all food service products during the inspection of food service facilities by state and local health and environment safety personnel, and safety and sanitation personnel. These inspections may be at the request of the facility or on said agency's own discretion. A management representative of the Contractor will conduct equipment and facilities maintenance and sanitation inspections quarterly. Copies of all reports produced by vendor representatives who normally provide checks and reports as part of their equipment or product service will be furnished to the Facility Administrator or Designee by the Contractor. The Contractor must implement corrective operating measures required as a result of these inspections and reports within ten days of notification, and with mutual agreement of the Facility Administrator or Designee.
3. The Contractor will provide all supplies necessary for maintaining the cleanliness of the physical areas for which the Contractor is responsible.
4. The Contractor will provide and maintain an adequate inventory of cleaning towels, and pot holders. The Contractor housekeeping and laundry staff or separate laundry Contractors will be responsible for the laundry and cleaning of these items.
5. The facilities will provide waste containers in the dining areas in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers will be kept in a clean and satisfactory condition at all times. The containers must be emptied as often as necessary by the Contractor to maintain sanitary conditions. The Contractor will be expected to see that the entire service area meets minimum standards of orderliness at all times.
6. The Contractor is responsible for cleaning walls, ceilings, drapes, windows, light fixtures, and floors.
7. The facilities will furnish and maintain all fire extinguisher equipment. The Contractor must notify the facility immediately of any fire extinguisher use.
8. The facility maintenance staff or other separate fire and life safety systems Contractors are responsible for the periodic cleaning of hood products, and related vents and fans.

(II) KEY CONTROL

1. The Contractor is responsible for control of all keys issued by the facilities to the Contractor and the security of those areas for which the Contractor is responsible. The Contractor will be responsible for immediately reporting all facts relating to losses incurred as a result of break-ins to areas of the facilities. The Facility Administrator or Designee shall designate who shall receive these reports and who shall be responsible for key control.
2. The facilities are responsible for the costs of re-keying and replacing lock cylinders in general. However, the Contractor will be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of Contractor negligence or loss of keys by the Contractor's employees.

(mm) OPERATIONAL PLANS

The Contractor must actively cooperate with, and participate in, the facilities many programs to assure quality care for Elders. Examples include, but are not limited to, individual Elder care plans, quality assurance, infection control, and other related management programs.

(nn) GRATUITIES

Occasionally, the Contractor will find that Elders and families wish to give gifts for doing special favors. The acceptance of such gifts is prohibited. Each contract employee will be prohibited from taking any personal gratuity, such as money, jewelry, or any other gift. However, small acts of kindness such as receiving candy, cake, or cookies are acceptable, provided they are shared with co-workers.

(oo) PERFORMANCE EVALUATION

1. Each facility may have a Food Service Committee or other appropriate committee which may include Elders, family members, responsible parties and staff. Committee members will meet with the Contractor's representatives at least quarterly, preferably monthly. The Contractor will take positive action on all reasonable requests of the committee, and provide responses to all such requests.
2. Once per year, the Contractor will conduct a written food preference and service survey for Elders at the expense of the Contractor. The survey process will proceed with the advice of the Food Service Committee and Facility Administrator or Designee. The Food Service Committee may assist the Contractor with the advance publicity, survey, and the follow-up to the survey. Results of the survey will be tabulated by the Contractor and forwarded to the Food Service Committee and the Facility Administrator or Designee within 14 days.
3. The Contractor will provide a method for performance evaluation of the Contract Facility Executive Managers or Contract Managers on an annual basis. Input will be solicited from the Facility Administrators before the performance appraisals are completed.

(pp) STAFF COURTESY

1. All state and contract employees are required to address the Elders in each facility in the fashion the Elders prefer.
2. All staff will speak or write in English when communicating with Elders and other employees while in work status. Staff members that speak languages other than English, which is an Elder's preferred language, may converse with the Elder in that language.
3. The workplace atmosphere should be calm, organized, and as quiet as possible. All personnel are required to refrain from making loud noises, talking in a loud voice, shouting from one room, or section, to another, or permitting the sound level of radios to disturb the Elders, their families, or visitors.
4. Employees should address all complaints received from Elders, family members' visitors and others according to the Facilities policies and procedures.

(qq) APPEARANCE AND GROOMING

All employees will be dressed and groomed in a manner that is appropriate to their working conditions. Radical departure from conventional dress or personal grooming will not be permitted.

1. All employees will be required to wear clean, neatly pressed and properly fitting street clothes.
2. Perfumes and strong fragrances are not permitted.
3. Large jewelry may present a safety hazard and must not be worn while on duty. Watches and rings are acceptable.
4. Employees should bathe daily. Body odors are offensive to Elders and coworkers. Department supervisors that encounter poor employee hygiene should discuss these matters privately with the employee. If a contract employee continues to demonstrate poor hygiene, disciplinary actions may result.
5. An employee's hair should be kept clean and arranged neatly so as not to interfere with the employee's assigned duties.
6. Male employees will either be clean-shaven or maintain a well-groomed beard or mustache.
7. Depending on an employee's duty assignment or work area, employees may be required to wear a hair restraint.
8. Should an employee report to work improperly dressed or groomed, the department supervisor must instruct the employee to return home to change. Employees will not be permitted to work when they are improperly dressed, nor will employees be compensated for the time they are away from work.
9. Employees must follow all applicable food service sanitary practices including use of hairnets, hand washing, and reporting illness. Employees with health problems which pose a risk to sanitation will be temporarily relieved of their duties.

(rr) NON-DISCRIMINATION

1. Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity Act, provide that no person in the United States, on the grounds of race, color, religion, national origin, age, sex, or handicap, be denied the benefits of or be subjected to discrimination under any of our programs, activities, financial assistance programs, admission policies, training programs or employment practices. Additionally, the Americans with Disabilities act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA outlaws discrimination against individuals with disabilities in the Facilities.
2. The facilities are operated in accordance with the above Acts, and waiting rooms, public toilets, employee toilets, locker rooms, and dining facilities are available to all personnel without regard to race, color, creed, national origin, religion, age, sex, or handicap.
3. Discrimination of any form, including ethnic slurs and jokes, will be promptly reported to the Facility Administrator or Designee. Any person who feels he/she has not received treatment in accordance with our policies and procedures may submit a complaint to the Facility Administrator, or to agencies listed on the Discrimination notice posted on the employee bulletin board.

(ss) PERSONNEL POLICIES

Personnel policies must be developed by the Contractor and followed by all personnel employed by the Contractor. These policies and procedures developed by the Contractor must comply with all applicable Federal and State workplace standards as well as all policies and procedures in place at the contract facilities. A copy of the personnel policies developed must be provided to the Facility Administrator upon reasonable request.

(tt) WORK SCHEDULE

In general, the Contractor must adhere to established work schedules in each of the contract facilities. All work schedules must be approved by the Facility Administrator or Designee. The Contractor shall ensure compliance with the Contract Work Hours and Safety Standards Acts involving Food Service Workers whose duties are manual and physical in nature per OMB Circular A-102, Attachment O, paragraph 14.f.

(uu) STAFF MEETINGS

Occasionally the staff meetings held by the state facilities are mandatory. If a mandatory staff meeting is held, all personnel, including the Contractor and the Contractor's employees, are required to participate.

(vv) STAFF TRAINING

Occasionally the facilities will conduct mandatory staff training sessions. Advance notice of all training programs will be provided to the Contractor. All state personnel, the Contractor and the Contractor's employees, are required to participate in the mandatory offerings. The State will pay the cost of instruction; however, the Contractor will pay for employee's time. While the list below is intended to be representative, all state personnel and contract employees must participate in every mandatory training offered at each contract facility.

With each Pioneer Home facility offering a different set of training programs, the Contractor should expect their employees to participate in no more than twelve hours of training within the first year of service and six hours every year thereafter.

The Contractor must keep an on-site list of trainings that are provided to their staff on task specific topics to include all training required by OSHA, the Food Code and any other training required to ensure the Contractor remains in compliance with all federal, state, and local laws, regulations and policies. This training list must be provided to the State upon reasonable request.

(ww) EMPLOYEE BACKGROUND CHECKS AND FINGERPRINTING

All contract employees in the facilities must comply with the hiring process described in 7 AAC 75.220 and 7 AAC 75.240. Any persons who have been convicted of either a felony or misdemeanor listed in 7 AAC 10.905 will not be allowed to enter the facility. For Contractor employees that will enter one of the contract facilities, the Contractor must have on file the following information prior to hire:

- The names, address and phone numbers of three character and two employment references
- Evidence that the employee is free from pulmonary tuberculosis
- Proof of age – general contract employees must be at least 16 years of age, and supervisors at least 21 years of age
- Evidence a complete application for background check has been submitted to the Department of Health and Social Services Background Check Unit (BCU) as outlined in 7 AAC 75.10.910
- Provisional background clearance from the BCU

Copies of the above items must be maintained on the facility premises.

Once a potential contract employee is identified, the Contractor must notify, and work in conjunction with, the facility to submit the completed application for background check to the BCU.

If, after hiring, the results of the employee's fingerprint criminal background check reveal a barrier condition as listed in 7 AAC 10.905, the employee will be terminated.

It is the Contractor's responsibility to apply the above statute and regulations in the hiring process for the facilities. Contract Facility Executive Managers and the Contract Facility Executive Manager must apply the same process to all potential employees. The Contractor must reimburse the State for any costs incurred relating to the background check process for contract employees.

(xx) DIETETIC SERVICES - PROVISION OF DIETETIC SERVICES

The Contractor must provide a Registered Dietitian recognized by the American Dietetic Association to consult with staff, Elders and the Elders' Physicians. The Dietitian must be licensed in the State of Alaska and a copy of the license must be provided to the State.

The Dietitian will be located in the Anchorage Pioneer Home and will provide Dietetic services to all Pioneer Homes with the onsite services being provided between 8:00 a.m. and 5:00 p.m. Monday through Friday.

The Dietitian will supervise diet preparation at all six of the Pioneer Homes. The Contractor shall certify that all menus have been reviewed and approved by the Dietitian. The Dietitian will complete nutritional assessments at least quarterly or more often if necessary for each Elder, maintain charts for each Elder and supervise diet preparation to maintain a high level of quality.

The Dietitian will provide system wide oversight of dietetic services. The Dietitian must be available telephonically if they are not located a specific site. On a quarterly basis, the Dietitian located at the Anchorage Pioneer Home must travel to each Pioneer Home to consult with Elders and staff.

(yy) RESPONSIBILITY OF DIETETIC CONSULTANTS

The consulting Dietitians must ensure all Elders' nutritional, therapeutic, psychosocial, and special dietary needs are met. Specifically the Dietitians will:

1. Be responsible for assuring a safe diet for each Elder. The Dietitians will consult with the physician, pharmacy, and staff regarding Elder food allergies, food intolerances and food/drug interactions and take appropriate action to resolve problems or concerns as required at each facility.
2. Ensure each Elder's nutritional needs are met in accordance with the current edition of the Recommended Dietary Allowances of the Food and Board of the National Research Council.
3. Ensure the general diet contains the four basic food groups and provides adequate protein intake and a reasonable variety of foods.
4. Ensure special diets are provided as prescribed by the Elder's licensed health care provider, elder or elder's responsible party.
5. Ensure special diets are planned in advance, prepared, and served as ordered.
6. Ensure a copy of the special diet is retained on file for future reference.
7. Perform dietary assessments using established assessment tools and review care plans for individual Elder's needs. Participate in the facilities care plan conferences if applicable.
8. Ensure dietary assessments at the Alaska Veteran's and Pioneer Home are performed and documented within 14 days of an Elder's admission.
9. Ensure food products meet the intent of the contract.
10. Additional Dietetic Responsibilities:
 - a) Schedule visits to all Pioneer Home Facilities on a quarterly basis to ensure that the professional dietetic service requirements of the facility are met. Allow adequate time to observe the preparation and serving of food at mealtime in each facility during site visits.
 - b) Schedule instructional and consultation visits throughout the week, and on evenings and weekends, as necessary to meet the needs of Elders and family members.

- c) Provide the Facility Administrator with oral and written recommendations for the dietetic service and plans for implementation, if appropriate.
- d) Counsel Elders and their families about regular or special diets.
- e) Review and approve all regular and special menus.
- f) Participate staff meetings and in the development of written plans for in-service training and offer training for dietetic service employees at least quarterly.
- g) Maintain in Elder's electronic medical records any dietary communications/ assessments/ recommendations/changes initiated by the Dietitian. Recording of information may be entered into PCC directly by the Dietitian or scanned in by designated personnel.

(zz) LICENSURE AND REGISTRATION OF PERSONNEL

Dietary personnel who require a license or certification must present verification at the time of employment. A copy of the license and any subsequent license renewals must be kept on file in the Contractor's personnel office. A copy of the license or certification must be provided to the State upon request.

(aaa) REQUIRED REPORTS

The following reports must be submitted to the State within the timeframes outlined below:

- Various Management reports to be defined by the Contractor, Procurement Officer and or the Facility Administrator. The management reports must be submitted to the requestor within 14 working days from the receipt of a written request.
- Financial and Informational reports must be submitted quarterly and upon written request.
- Itemized meal served reports must be submitted on a monthly basis for comparison to each facilities daily Elder census reports. The reports shall be submitted to the Pioneer Home's central administrative office with the monthly invoices.
- Accident and Incident reports must be submitted within 24 hours of the accident or incident.
- Breach of Security Reports must be submitted immediately

The items provided in this section are included to further define the expected standards of performance on the part of the Contractor and its employees while working in the various Pioneer Homes. The requirements listed below are in addition to the other requirements outlined this CONTRACT.

(bbb) EMERGENCY OR DISASTER JOB ASSIGNMENTS

It is the policy of all facilities to assign all personnel specific tasks to perform during emergency situations. Section supervisors are responsible for assigning their respective employees to such positions.

1. All newly hired personnel will be required to attend an orientation class appropriate to the Homes new employees. Periodic in-service training classes will be conducted to keep all personnel informed of changes in fire safety and disaster preparedness plans.
2. In addition to orientation and in-service training classes, contract employees will be required to participate in fire drills and other disaster preparedness exercises.
3. In the event of an emergency or declared disaster, contract employees are required to report to the Homes and assist as directed in the relief effort.

(ccc) CURRENT STAFFING

It is the State's preference that Staff members that are employees of the current Contractor and State maintain employment during and after the transition. The Contractor must comply the Public Employees Local 71 - Labor, Trades and Crafts Unit current collective bargaining agreement related to Section: 7.04 – CONTRACTING OUT. Below is a chart of the titles and ranges of current positions within the Pioneer Homes under the current LTC union contract:

Job Title	Range
Enviro Services Foreman	57
Enviro Services Lead	58
Enviro Services Journey I	61
Enviro Services Journey II	60
Food Service Foreman	53
Food Service Lead	56
Food Service Journey	57
Food Service Sub Journey	61

The full bargaining agreement can be found at:

<http://doa.alaska.gov/dop/fileadmin/LaborRelations/pdf/contracts/LTC2018-2021.pdf>

(ddd) HIRING

The Contractor is responsible for hiring, training and supervising Contract employee staff in accordance with the provisions of this contract.

(eee) MANAGEMENT PERSONNEL

The Contractor will employ, train, and supervise appropriate Management Staff responsible for the day to day operations at each contract facility. Listed below are minimum management staffing requirements for each location. The Contractor is responsible for paying wages that are reasonable and will ensure retention of qualified employees. The Contractor is encouraged to consider the cost of living of individual communities when setting employee wages.

Location	Position
Contractor Designated Location	Contract Executive Manager
Fairbanks	Contract Facility Executive Manager
Juneau	Contract Facility Executive Manager
Ketchikan	Contract Facility Executive Manager
Palmer	Contract Facility Executive Manager
Sitka	Contract Facility Executive Manager
Anchorage	Contract Facility Executive Manager
Anchorage	Registered Dietician

The Contractor will provide suitable qualified interim personnel when regular employees are not available. The length of absences and required coverage remain unchanged during planned, or anticipated absences, such as vacations and staff turnover. If an absence is unplanned, such as an illness, then coverage must be provided as follows:

Absent Staff Title	Length of Absence	Coverage Required
Contract Executive Manager	Over 10 days	Full-time replacement
Contract Facility Executive Manager	0-10 days	Coverage negotiated with each home
Contract Facility Executive Manager	Over 10 days	Full-time replacement
Registered Dietician	0-10 days	Coverage negotiated with each home
Registered Dietician	Over 10 days	Full-time replacement

Each Facility Administrator will meet and review the qualifications of the Contractor's proposed staff for replacing any Contract Facility Executive Manager, Dietitian or other department management staff that the Contractor chooses to employ in the facility. Should a Facility Administrator determine the proposed replacement unacceptable to meet the health and safety requirements of the facility, the Administrator must provide supporting documentation to the Contractor and Director. The Director will make final determination if the Contractor must provide an alternate candidate. This provision is applicable for the life of the contract, including all extensions.

The Contractor must supply upon reasonable request by the State, resumes for each Contract Facility Executive Manager, including listing and describing their course work and participation in dietary supervision and management classes as required by 7 AAC 12.720 and provide copies of their certifications and licenses.

The Contract Facility Executive Manager must be physically present and dedicated solely to the provisions of the contract in each Pioneer Home a minimum of 40 hours per week.

The Contract Facility Executive Manager is required to achieve a score at least 90 on each State of Alaska, Department of Environmental Conservation sanitation rating for each of the individual kitchens, as well as in the serving and dining areas of all facilities.

The State reserves the right to require removal of any contract employee who, in the judgment of the State, behaves in an insubordinate or unsatisfactory manner toward the Elders, visitors, or state employees, or fails to meet the provisions of the contract.

At the request of the Facility Administrator, the Contract Facility Executive Manager will prepare management reports with plans to address specific problems and scheduled dates for resolution.

(fff) Contract Facility Executive Manager:

The Contract Facility Executive Manager at each facility must be a qualified dietetic service supervisor, or obtain one within the first year of the contract; certified by the Certifying Board of the Dietary Management Association. A copy of the certificate(s) or enrollment(s) must be provide within 30 days of award of contract.

The Contract Facility Executive Manager at each facility must be employed full-time by the Contractor and work primarily on the day shift.

It will be the Contract Facility Executive Manager responsibility to:

- Develop and maintain dietary service objectives.
- Develop standards of dietary, laundry and housekeeping practice.
- Write policy and procedure manuals as required to ensure the required services are provided in an efficient manner.
- Write job descriptions for each level of contract personnel.
- Schedule rounds to see Elders in all areas where meals are served.
- Conduct inspections to ensure all housekeeping standards/tasks to standard.
- Develop methods for coordination of dietary services with other patient services.
- Recommend the number and levels of contract personnel to be employed.
- Provide staff development, orientation, on the job training, and in-service training.
- Plan and budget contract services.
- Supervise work and food handling techniques of all dietetic service personnel.
- Supervise daily operations of food, laundry and housekeeping departments.
- Ensure diet requirements for each Elder are met.
- Maintain a professional license or certification in accordance with current regulations.
- Attend and participate in continuing education programs and seminars designed to maintain professional competence.
- Plan menus, recommend supplies to be purchased, maintain essential records of cost, menus, and personnel.
- Participate in regularly scheduled conferences with the Facility Administrator and department heads.
- Participate in scheduled neighborhood meetings with nursing personnel.
- Maintain work schedules for staff in conformity with policies and procedures, budgetary requirements and appropriate staffing needs.
- Assure all ingredients and supplies are available to contract staff in order for the fulfillment of the contract.

(ggg) FOOD AND DINING SERVICES AT THE PIONEER HOMES

The Contractor will be required to provide a turnkey system of food and dining services that ascribe to the principals of Elder-directed care. The Contractor is to provide all food, preparation and serving of wholesome meals. The meal service must conform to the principles of Elder-directed care and to special needs of a geriatric population and individual Elder care plans. The quality, quantity, and variety of foods and services, as well as the food service committee or other appropriate committee recommendations, will be subject to review and approval by the Facility Administrator or Designee.

Homes may utilize any dining area for meetings and parties during those hours when the dining areas are not used for meal preparation and service. State employed Pioneer Home staff will assist in setting up and returning the dining area to the proper configuration for the next dining service. Clean-up will be carried out by contract staff.

Food and meals prepared on the premises of the Pioneer Home may not be removed without the consent of the Facility Administrator.

(hhh) FOOD SERVICE

1. The food service department is responsible for delivery of the food cart at appropriate temperatures in all dining areas within each Home.

2. The food service department is responsible for picking up food trays after each meal and returning in a sanitary manner the food cart to the food service department.
3. Elder meals are served by personnel determined by the Administrator in congregate dining rooms or eating areas.
4. When an Elder is unable to participate in a special menu choice, such as a salad bar, an alternative option must be provided to ensure the Elder is not denied choices in meals.
5. The Contractor will ensure liquid nourishment, as ordered by the health care provider, is customized for individual dietary needs. The Contractor will partner with the Home staff and/or Care Coordinator to assist in the procurement of commercially acquired liquid nourishment as ordered by the health care provider and/or as recommended in consultation with the Contractor's registered dietician. It is the responsibility of the Contractor to work with the elder's responsible party or care coordinator to determine if an outside vendor will provide nourishment or supplies which can be billed to a third party. Ensuring the elder receives proper liquid nourishment, acquired commercially, through an outside vendor, or prepared in house is the ultimate responsibility of the Contractor.
6. The Contractor must maintain; submit required documentation and purchase all applicable Federal, State, and local health certification(s) for the duration of the contract for all facilities outside of the contract facilities in which the Contractor proposes to prepare food. The Contractor must meet all applicable Federal, State, and local health regulations in preparing and serving meals at all contract locations.

(iii) FOOD LIKES AND DISLIKES

1. Upon admission to a Home, and at the time of care plan reviews, the Contract Facility Executive Manager or Dietitian will interview the Elder and or family representative to determine the Elder's food likes and dislikes.
2. A computerized record will be maintained of each Elder's likes and dislikes and will include how the Elder prefers his food to be served, such as cut, chopped, or ground.
3. The Contract Facility Executive Manager will respond to specific Elder complaints by providing a choice of substitutions. When special diets are involved, the Dietitian is required to consult with individual Elders and family members to resolve food issues.
4. The Facility Administrator will be the final decision making authority on all complaints and complaint resolution.

(jjj) FOOD SERVICE EVALUATIONS

1. Related to each Home's quality assurance standards, the Contractor will hold monthly food forums with the Elders and families of all sections of each Home to encourage their comments to enhance and improve the food service and food quality.
2. The Contractor will conduct a written poll of the Elders, or their representatives, on an annual basis seeking their comments to enhance the quantity and quality of the food service.
3. An overall evaluation of contract performance must be completed by the Contract Executive Manager on an annual basis. Copies of the evaluation must be provided to the Facility Administrator and Director annually.
4. An evaluation of the Dietetic services must be completed by the Registered Dietitian on an annual basis. Copies of the evaluation must be provided to the Facility Administrator upon reasonable request.

(kkk) MEAL REQUIREMENTS

1. Breakfast: Two types of hot cereal, fresh fruit, and a variety of fruit juices will be available for breakfast daily. Breakfast meats such as bacon, ham, and sausage must be offered at least three times a week.
2. Lunch: There will be one main entree and three alternatives offered at lunch meals. A cook to order or a restaurant style menu may be provided as a substitute for the alternatives. At lunch, on a daily basis, there will be at a minimum one hot soup offered. When desserts are served, a dietetic dessert similar in nature to the regular desserts will be available. Lunch, as the main meal, is served mid-day at all Homes except Ketchikan.

3. The Contractor will make room trays available for Elders who are unable to come to the dining room for meals. The menu and method of implementation will be mutually agreed upon by the Contractor and the Facility Administrator.
4. The Contractor will provide box lunches to Elders who are scheduled to take field trips or appointments off premises upon request with a minimum of 24 hours' notice.
5. The Contractor will provide special diets for Elders when prescribed in writing by their physician or licensed primary health care provider.
6. The Contractor will serve meals to staff and guests (for a fee) with the same portion policies as applicable to Elders.
7. The Contractor will provide catering service to Elders of the Pioneer Home and other groups within the limits prescribed by this contract.
8. Leftovers from previous meals such as eggs, toast, casseroles, sandwiches or cereal are not considered a substitute for a hot primary entree.
9. The Contractor will serve seconds at each meal to Elders who request them, but only after everyone has been served once.
10. Alternative meals or cooked to order options of a similar nutritive value will be offered at every meal.
11. Local seasonally available meals prevalent to the community in which the Home is located will be provided at least on a weekly basis. For example, Elders enjoy fresh seafood, sourdough bread, pancakes, and Alaska Native or other culturally appropriate menu items.
12. Meals should contain as many fresh and seasonal foods as possible.
13. The Contractor will provide a fresh salad bar 5 days per week with the other 2 days having a choice of 2 prepared salads.
14. Omelet stations or other family style dining will be made available weekly.
15. The Contractor will ensure that alternatives are provided of same food group, nutritive and caloric value to accommodate an Elder's likes and dislikes.
16. The same menu will be followed in all dining areas of the Homes, including puree meals, except for impractical situations such as the salad bar.
17. Coffee, assorted tea, hot chocolate, juice, one sugar free fruit punch, and condiments are provided 24 hours per day in the dining rooms or recreation rooms.
18. Taking the level of care into consideration, a variety of snacks and night nourishment must be offered to Elders such as sandwiches, puddings, lunch meats, cheeses, milkshakes and fresh fruits, as well as coffee, tea, hot chocolate, juices, and condiments. Carbonated clear liquid beverages will be available for Elders on Clear Liquid Diets, for any therapeutic dietary need such as Elders experiencing gastrointestinal distress such as the flu, or on an individual basis as requested by a home Administrator, Dietitian or Nurse Manager on duty.
19. The Contractor must be able to provide an accurate listing and amount of ingredients for each food served.
20. Kitchen staff must be trained to measure for portion control and be knowledgeable of special diets.

(III) DINING ROOM SEATING ASSIGNMENTS

1. Pioneer Home staff and the Contract Facility Executive Manager will jointly develop and maintain a dining room seating chart based on Elder preference and need for assistance.
2. In developing the seating assignments, Pioneer Home staff and the Contract Facility Executive Manager will consult with Elders, family and direct care staff as appropriate.
3. Pioneer Home staff may revise the seating chart as necessary to accommodate the needs of the Elders and to take into account any discharges and/or new admissions.

(mmm) SANITATION

1. All kitchens and kitchen areas will be kept clean, free from litter and rubbish and protected from rodents, roaches, flies and other insects.
2. All utensils, counters, shelves and equipment will be kept clean, maintained in good repair and will be free from breaks, corrosion, open seams, cracks, and chipped areas.
3. Plastic ware, china and glassware that cannot be sanitized or is hazardous because of chips, cracks, or loss of glaze will be discarded.
4. Ice which is used in connection with food or drink will be from a sanitary source and will be handled and dispensed in a sanitary manner.
5. Kitchen wastes that are not disposed of by mechanical means will be kept in clean, leak proof, nonabsorbent, tightly closed containers and will be disposed of daily.

(nnn) SINGLE SERVICE ARTICLES

1. Single service articles used by Homes will be stored in closed cartons or containers which protect them from contamination. Straws will be individually wrapped.
2. Single service articles will be used only once. Single service cartons, packages, wrappers, containers, and boxes will not be reused.
3. Single service articles will be used to serve Elders in isolation.
4. Options to single service articles must be provided for confused or handicapped Elders.

(ooo) TRASH DISPOSAL

1. All trash containing food waste will be kept in containers.
2. All containers must have tight-fitting lids or covers and such containers must be kept covered when stored or not in continuous use.
3. After being emptied, each container must be thoroughly cleaned in a manner so as not to contaminate food, equipment, utensils, or food preparation areas. Daily each container must be thoroughly cleaned on the inside and outside
4. Brushes used for washing trash containers will be used for no other purpose and waste water from such cleaning operations will be disposed of so as to prevent any contamination.
5. Trash containing food waste will be stored so as to be inaccessible to vermin.
6. Storage areas will be kept clean at all times, and will not constitute a nuisance as determined by the Facility Administrator or Designee.
7. All trash will be disposed of by 10:30 pm daily from within the home.

HOUSEKEEPING AND LAUNDRY SERVICES**(ppp) STAFF**

The Contractor must provide housekeeping and laundry services at all six Pioneer Home. The Contractor shall provide staffing, materials and supplies

for the required services and will comply with all related Occupational Safety and Housing Administration (OSHA) Standards.

(qqq) ENVIRONMENT

The Contractor must maintain a clean environment and comply with Assisted Living regulations 7 AAC 10.030 (c) (1), (2), (6), (d), (e), (2), (3), 7 AAC 10.1035 (1) and 7 AAC 10.040. The Contractor's staff shall clean all areas of the Home, including, but not limited to, floors, walls, ceilings, ceiling fans, fixtures, bathrooms, lights, interior and exterior windows, mirrors, furniture, and listed equipment. A cleaning schedule will be provided to the Administrator to ensure all areas are addressed. Areas that require the use of a mechanical lift will be scheduled for twice per contract year. Furniture that is removed for cleaning shall be returned to its original location within 48 hours.

(rrr) TRAINING

The Contractor will train employees in their respective areas of responsibility such as cleaning Elder rooms, proper laundry technique, sanitation, safety instructions, infection control, OSHA blood borne pathogens standards and comply with Assisted Living regulation 7 AAC 10.1045 and 7 AAC 10.1045 (1), (2), (3). Documentation of staff training must be maintained by the Contractor and available to the State upon reasonable request.

(sss) WORK PRACTICES

The Contractor must provide written work practice policies and procedures to safeguard employees and Elders from exposure to toxic or pathogenic substances. These policies and procedures must adhere to OSHA standards and 7 AAC 10.030 (e) Assisted Living Regulations. A copy must be provided to the State upon reasonable request.

(ttt) LINEN CHANGES

Linens, towels, and washcloths are provided by the State. Sheets shall be changed at least once a week for all Elders and comply with Assisted Living regulations. Towels and washcloths are provided twice weekly. It will be the duty of the Contractor to inventory all bath towels, bed pads, bed liners, blankets, chair pads, clothing protector, fitted sheets, flat sheets, hand towels, pillow cases, warm blanket, wash cloth, gowns, table linens, table napkins and curtains annually in April of each year. A copy of the annual inventory shall be provided to the Facility Administrator or Designee and Director no later than May 15th of each year. The annual inventory will be a comparison of the current inventory to the previous year's inventory with a count of recommended replacement items to be purchased by the State to maintain original inventory.

(uuu) CLEANING SCHEDULES

The Contractor will establish specific job descriptions for contract staff that perform Housekeeping and Laundry Services. The Contractor must follow the written schedules for daily, weekly, monthly, quarterly and annual cleaning as described in Attachment 1. Housekeeping staff must be on the premises from 6:00 a.m. to 11:00 p.m. daily. Cleaning will not be conducted in the neighborhoods between the hours of 9:00 p.m. 7:30 a.m. daily except for emergency situation.

The required schedules will reflect the necessary services to be performed to meet standards of cleanliness and sanitation as set forth by the applicable Article 4, Environmental Health and Safety Alaska State Licensing requirements, Alaska Statute AS 47.33 Sections 400, 410, 420, and 430. The cleaning schedules developed by the State includes the office areas which will be cleaned three times per week and the quarterly cleaning of storage areas. The cleaning will be performed at times that are the least disruptive to the Elders and staff of the Home.

(vvv) INFECTION CONTROL

The Contractor will develop written infection control policies and procedures consistent with, but not limited to 7 AAC 10.1045(1), (2), (3), and 7 AAC 10.1040 (4) and all applicable OSHA standards for housekeeping and

laundry employees and ensure that personnel follow established infection control precautions in the performance of their daily work assignments. The infection control policies and procedures must be approved by the Facility.

(www) BAGGING INFECTIOUS ARTICLES

All materials contaminated with blood or body fluids, including disposable tissues, dressings, paper towels, gowns, masks, gloves, incontinence care items etc. are to be bagged before being removed from the Elder's room for disposal or incineration using precautions in accordance with 7 AAC 10.1045 (1), (2), (3) and 7 AAC 10.1050 (e) and OSHA Blood borne pathogen standards.

1. All disposable gloves, gowns, masks, paper towels, tubing's, dressings, sponges, cotton balls, etc., contaminated with waste, blood or body fluids must be red bagged or placed in a puncture resistant bag and tagged with a Biohazard label before being removed from the room for disposal or incineration. Bagged waste must be removed from the room and properly stored in the utility room or taken to the waste area for proper disposal or incineration.
2. Should there be a possibility that the bag will leak, or if the outside of the bag is contaminated with blood or body fluids, the bag containing such materials must be double bagged.
3. Liquids such as urine and feces must be flushed down the commode. Water and solutions may be flushed down the commode or poured down the janitorial sink. Janitorial sinks must be thoroughly rinsed after disposing of such liquids.
4. Appropriate protective clothing and equipment must be worn when handling or disposing of infective waste.

(xxx) CLEANING AND DECONTAMINATING SPILLS OR SPLASHES OF BLOOD OR BODY FLUIDS

All spills or splashes of blood or other body fluids must be cleaned up and the spill or splash of blood area be decontaminated immediately using precautions in accordance with 7 AAC 10.1045 (1), (2), (3) and 7 AAC 10.1050 (e).

1. Surfaces and equipment contaminated with spills of blood or body fluids must be cleaned up as soon as practical.
2. Gloves must be worn when cleaning up spills or splashes of blood or body fluids. Other protective equipment such as gowns, masks or goggles may be necessary if there is a possibility of blood or body fluids splashing into the eyes, nose or mouth of the individual cleaning the area. Shoe coverings will be necessary if there is extensive blood contamination on the floor.
3. If at all practical, spills or splashes of blood or body fluids should first be wiped up with paper products.
4. After cleaning up the blood or body fluid, the spill or splash area should be washed with detergent and water or other approved products that are known to disinfect and guard the Home against relevant infectious agents in consultation with the risk manager nurse.

(yyy) BATHROOMS

Bathrooms must be maintained in a clean and sanitary manner. Every bathroom must be cleaned following the Cleaning Schedule as described in Attachment 1.

(zzz) FLOORS

Floors must be maintained in a clean, safe and sanitary manner. Floors must be cleaned following the Cleaning Schedule as described in Attachment 1.

(aaaa) GLOVES

Disposable gloves must be worn when handling blood, body fluids, mucous membranes, or non-intact skin while performing a task that involves the potential exposure to blood or body fluids. Gloves should be provided by the Contractor for their employees.

1. When surgical or examination gloves are indicated they will be used only once and discarded into an appropriate receptacle. They will not be washed or disinfected for reuse. General purpose utility rubber gloves worn by maintenance, housekeeping, laundry or other nonmedical personnel may be decontaminated and reused.
2. Gloves must be of appropriate material, usually intact latex or vinyl, of appropriate quality for the procedures performed, and of appropriate size for each health care worker.
3. Gloves will not be used that are peeling, cracking, discolored, or if they have punctures, tears, or other evidence of deterioration.
4. Glove use will vary according to the procedure involved but must be worn when:
 - a) The employee's hands will come in contact with blood or body fluids.
 - b) The employee has cuts, wounds, or scrapes on his or her hands.
 - c) The employee's hands are chapped, have a skin rash, skin condition, or a similar affliction.
 - d) An employee will be handling bagged materials or soiled laundry or linen.

(bbbb) GOWNS

Gowns must be used when an employee's clothing is likely to be soiled with blood or body fluids. Gowns will be used only once and discarded into the appropriate receptacle. Gowns should be provided by the Contractor for their employees.

(cccc) MASKS

Masks must be used when the splashing of blood or body fluids in the eyes, nose, or mouth is possible or likely. Masks should be used only once and then discarded into the appropriate receptacle. Masks should be provided by the Contractor for their employees.

(dddd) MOPS

Mops must be used in the daily maintenance of floor care and they must be maintained in a clean and sanitary manner.

1. Mops will be washed with a disinfectant and rinsed well after each use.
2. Clean mop heads must be applied when changing areas of mopping and when used in isolation rooms.

(eeee) DRY CLEANING

Dry cleaning services are not provided by any of the Homes.

(ffff) LAUNDRY SERVICES

The Contractor must make laundry services available to all Elders of the Pioneer Homes.

1. All personal items removed from an isolation room must be laundered by the Home.
2. Should the Elder or their representative choose to have the Elder's laundry done elsewhere, all soiled laundry must be kept in an airtight container and picked up twice weekly. Sufficient clothing must be maintained on premises to keep the Elder clean and dry at all times.
3. Should the sponsor not pick up the Elder's laundry for cleaning, the Homes will launder the Elder's clothing for them and return it to elders closet within 72 hours Laundry without names will be delivered to the direct care staff to be identified and returned to appropriate owner once per week.

4. All Elders clothing must have the Elder's name on each article.

(gggg) SOILED LAUNDRY AND LINEN PICK UP

The following procedures will apply for soiled laundry and linen pick up:

1. Soiled laundry and linens are picked up daily.
2. Soiled laundry and linens are placed in laundry hampers and kept covered at all times.
3. Elder clothing is put into a soiled laundry hamper designated for Elder clothing.
4. Elder clothing is identified by the Elder's name.
5. Soiled laundry containers are taken to the soiled laundry storage area.
6. Laundry personnel pick up the soiled laundry and linen from the storage area and take it to the laundry room for sorting and washing.
7. Soiled linen must be stored in a well ventilated area and not left standing in the hallways.
8. Soiled laundry must be taken to the laundry room daily and not left to accumulate in rooms or storage areas.
9. Lids or covers must be kept on hampers at all times.
10. Laundry area must be kept clean and safe. Carts and hampers must not obstruct pathways.
11. Clean and soiled laundry must be stored separately.

(hhhh) HOUSEKEEPING AND LAUNDRY SUPPLIES

All supplies and commodities required to provide the Housekeeping and Laundry Services shall be purchased and provided by the Contractor.

Appendix D Payment for Services

Payment for services provided shall not exceed **\$ 10,099,944.20** for the period of performance of this contract.

Payments for services provided in accordance with Appendix C will be in accordance with the rates below:

Line 1 – Food, Dietetic and Dining Services for all Elders at the Anchorage Pioneer Home

Meal	Rate	
Breakfast	<u>\$ 9.01</u>	
Lunch	<u>\$ 14.40</u>	
Dinner	<u>\$ 12.60</u>	
=	<u>\$ 36.01</u>	Daily Board Rate per person

Line 2 – Housekeeping Services for all Elders at the Anchorage Pioneer Home

	Rate
Daily Housekeeping Rate per Elder	<u>\$ 13.20</u>

Line 3 – Laundry Services for all Elders at the Anchorage Pioneer Home

	Rate
Daily Laundry Rate per Elder	<u>\$ 1.74</u>

Line 4 – Food, Dietetic and Dining Services for all Elders at the Fairbanks Pioneer Home

Meal	Rate	
Breakfast	<u>\$ 9.56</u>	
Lunch	<u>\$ 15.29</u>	
Dinner	<u>\$ 13.38</u>	
=	<u>\$ 38.23</u>	Daily Board Rate per person

Line 5 – Housekeeping Services for all Elders at the Fairbanks Pioneer Home

	Rate
Daily Housekeeping Rate per Elder	<u>\$ 14.91</u>

Line 6 – Laundry Services for all Elders at the Fairbanks Pioneer Home

	Rate
Daily Laundry Rate per Elder	<u>\$ 3.21</u>

Line 7 – Food, Dietetic and Dining Services for all Elders at the Juneau Pioneer Home

Meal	Rate	
Breakfast	<u>\$ 9.48</u>	
Lunch	<u>\$ 15.18</u>	
Dinner	<u>\$ 13.28</u>	
=	<u>\$ 37.94</u>	Daily Board Rate per person

Line 8 – Housekeeping Services for all Elders at the Juneau Pioneer Home

	Rate
Daily Housekeeping Rate per Elder	<u>\$ 20.94</u>

Line 9 – Laundry Services for all Elders at the Juneau Pioneer Home

	Rate
Daily Laundry Rate per Elder	<u>\$ 1.72</u>

Line 10 – Food, Dietetic and Dining Services for all Elders at the Ketchikan Pioneer Home

Meal	Rate	
Breakfast	<u>\$ 11.45</u>	
Lunch	<u>\$ 18.32</u>	
Dinner	<u>\$ 16.03</u>	
=	<u>\$ 45.80</u>	Daily Board Rate per person

Line 11 – Housekeeping Services for all Elders at the Ketchikan Pioneer Home

	Rate
Daily Housekeeping Rate per Elder	\$ <u>20.24</u>

Line 12 – Laundry Services for all Elders at the Ketchikan Pioneer Home

	Rate
Daily Laundry Rate per Elder	\$ <u>5.43</u>

Line 13 – Food, Dietetic and Dining Services for all Elders at the Alaska Veterans and Pioneer Home

Meal	Rate	
Breakfast	\$ <u>9.50</u>	
Lunch	\$ <u>15.19</u>	
Dinner	\$ <u>13.29</u>	
=	\$ <u>37.98</u>	Daily Board Rate per person

Line 14 – Housekeeping Services for all Elders at the Alaska Veterans and Pioneer Home

	Rate
Daily Housekeeping Rate per Elder	\$ <u>15.58</u>

Line 15 – Laundry Services for all Elders at the Alaska Veterans and Pioneer Home

	Rate
Daily Laundry Rate per Elder	\$ <u>3.02</u>

Line 16 – Food, Dietetic and Dining Services for all Elders at the Sitka Pioneer Home

Meal	Rate	
Breakfast	\$ <u>11.14</u>	
Lunch	\$ <u>17.83</u>	
Dinner	\$ <u>15.60</u>	
=	\$ <u>44.57</u>	Daily Board Rate per person

Line 17 – Housekeeping Services for all Elders at the Sitka Pioneer Home

	Rate
<i>Daily Housekeeping Rate per Elder</i>	<u>\$ 25.40</u>

Line 18 – Laundry Services for all Elders at the Sitka Pioneer Home

	Rate
<i>Daily Laundry Rate per Elder</i>	<u>\$ 4.54</u>

<u>Line</u>	<u>Location</u>	<u>Services</u>	<u>Total Annual Rate</u>
1	Anchorage Pioneer Home	Food/Dining/Dietetic	\$2,089,840.35
2	Anchorage Pioneer Home- Housekeeping	Housekeeping	\$766,062.00
3	Anchorage Pioneer Home- Laundry	Laundry	\$100,980.90
4	Fairbanks Pioneer Home	Food/Dining/Dietetic	\$1,200,039.70
5	Fairbanks Pioneer Home- Housekeeping	Housekeeping	\$468,024.90
6	Fairbanks Pioneer Home- Laundry	Laundry	\$100,761.90
7	Juneau Pioneer Home	Food/Dining/Dietetic	\$637,012.60
8	Juneau Pioneer Home - Housekeeping	Housekeeping	\$351,582.60
9	Juneau Pioneer Home - Laundry	Laundry	\$28,878.80
10	Ketchikan Pioneer Home	Food/Dining/Dietetic	\$718,831.00
11	Ketchikan Pioneer Home - Housekeeping	Housekeeping	\$317,666.80
12	Ketchikan Pioneer Home - Laundry	Laundry	\$85,223.85
13	Alaska Veterans and Pioneer Home	Food/Dining/Dietetic	\$1,039,702.50
14	Alaska Veterans and Pioneer Home - Housekeeping	Housekeeping	\$426,502.50
15	Alaska Veterans and Pioneer Home - Laundry	Laundry	\$82,672.50
16	Sitka Pioneer Home	Food/Dining/Dietetic	\$1,008,619.10
17	Sitka Pioneer Home - Housekeeping	Housekeeping	\$574,802.00
18	Sitka Pioneer Home - Laundry	Laundry	\$102,740.20
Total Annual Contract Cost for Lines 1-18			\$ 10,099,944.20

Invoicing

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

The invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: 0619-192
- include an invoice number
- Reference the Alaska Pioneer Homes (APH)
- itemize the contractual services provided during the period invoiced as described in Appendix C

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

Email invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference the contract 0619-192 in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under 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 NANA Management Services, LLC. ("Business Associate" or "BA").

RECITALS

Whereas,

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

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

1. Definitions.
 - a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
 - b. Specific:
 - 1) Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 - 2) Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 - 3) Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
2. Permitted Uses and Disclosures by Business Associate.
 - a. BA may only use or disclose PHI for the following purposes:
 - 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 not use personally owned devices to create, receive, maintain or transmit PHI. Devices the BA uses to create, receive, maintain or transmit CE's electronic PHI shall be owned and managed by BA or CE.

BA shall patch its operating 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. BA shall provide CE, upon request, with a written report detailing the results of the risk assessment within 5 days.
- 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 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.
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.
12. Privacy and Security Point of Contact. All communications occurring because of this BAA shall be sent to HSS-Security@alaska.gov in addition to the CE.

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**Before completing certification, read the instructions on the following page,
which are an integral part of the certification**

1. The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Eric Billingsley, President

Name and Title of Authorized Representative


Eric Billingsley (May 31, 2019)

Signature

May 31, 2019

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.