

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DENALI COMMISSION
AND
THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES
FOR
HEALTH FACILITIES “PRE-AWARD” SUPPORT SERVICES**

March 2002

1. Parties and Purpose

This Memorandum of Understanding (MOU) establishes an Agreement between the Denali Commission (Commission) and the Alaska Department of the Health and Social Services – Division of Public Health (A-DHSS), an agency of the State of Alaska.

2. Background

The Commission is an independent agency established by the Denali Commission Act of 1998. In general, the Commission’s health care program is based upon issuing request for proposals (RFPs) to interested parties. A-DHSS has a long history of administering RFP processes for health funding. In support of the Commission’s health facilities program, A-DHSS has agreed to coordinate and administer the Commission’s health facility RFP processes.

3. Responsibilities

For the initial implementation of this Agreement, the Commission shall provide funding of \$50,000 to A-DHSS on a schedule of payments agreeable to both parties to carry out the services identified in this document. The procedures for this effort shall be identified in separate annual Agreements (Financial Assistance Award) between A-DHSS and the Commission.

The following table identifies the responsibilities of the parties for this Agreement.

	A-DHSS Service to the Commission	Fee Rate	Comments
A.	Coordinate with the Commission’s Health Care Steering Committee and Commission staff on development of health facility RFP processes and documentation.	Time & Materials	<p>Develop RFP processes based on policies set by Steering Committee and Commission.</p> <p>The Commission shall assure that A-DHSS has information needed to develop RFPs that are consistent with needs of the Post Award Partner (ANTHC).</p> <p>Document RFP procedures, content and timelines.</p> <p>Seek appropriate comment on draft RFPs before issuance.</p>
B.	Distribute the RFPs to interested stakeholders through US Postal Service, e-mail and fax.	Time & Materials	<p>A-DHSS shall maintain an active database in order to distribute RFPs.</p> <p>Maintain records of RFP distribution and contacts</p> <p>Distribution shall be after approval of final RFP product by the Commission.</p>
C.	Provide technical assistance and support to interested applicants including pre-proposal workshops	Time & Materials	A-DHSS may participate in providing assistance in conjunction with other organizations such as the Alaska Primary Care Association and regional health corporations
D.	Provide support for the proposal evaluation review committees and document the results	Time & Materials	Volunteer staffers for the review committees shall be identified by both the Commission and A-DHSS
E.	Miscellaneous tasks necessary to carry out the functions listed above	Time & Materials	

4. Period of Agreement, Amendment and Termination of Agreement

This Agreement shall be effective as of the date of the last signature and will remain in effect for a twenty-four-month period. This Agreement may be amended in writing at any time by mutual consent of the Commission and A-DHSS. If termination action is proposed, conditions concerning termination shall be established by mutual agreement. Any party may terminate this Agreement by providing 60 days-advanced written notice to the other party.

5. Other Provisions

Nothing herein is intended to conflict with current Commission or A-DHSS directives. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent shall be invalid but the remaining terms and conditions shall remain in full force and effect.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty calendar days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

6. Points of Contact

For general information relating to the Agreement, contact:

Commission Point of Contact	A-DHSS Point of Contact
Al Ewing Chief of Staff Denali Commission 510 L Street, Suite 410 Anchorage, Alaska 99501 Ph: 907-271-1414 Fax: 907-271-1415 Email: aewing@denali.gov	Karen Pearson Director, Division of Public Health P.O. Box 110610 350 Main Street, Room 503 Juneau, Alaska 99811-0610 Ph: 907-465-3090 Fax: 907-586-1877 Email: Karen_Pearson@health.state.ak.us

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IN THE WITNESS WHEREOF, the parties have subscribed their names,

7-1-02
Date



Jay Livey
Commissioner
Alaska Department of Health and Social Services

3/6/02
Date



Jeff Staser
Federal Co-Chair
Denali Commission