

# STATE OF ALASKA REQUEST FOR PROPOSALS



## **BEHAVIORAL HEALTH CLINICIAN SERVICES**

Mat-Su Pretrial Facility, Palmer Alaska

**RFP 170007308**

ISSUED JUNE 14, 2017

ISSUED BY:

DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

GARY BAILEY  
PROCUREMENT OFFICER  
[GARY.BAILEY@ALASKA.GOV](mailto:GARY.BAILEY@ALASKA.GOV)

(907) 269-7344

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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## INTRODUCTION AND INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services is soliciting proposals for a contractor to provide behavioral health services to incarcerated persons within the Mat-Su Pretrial facility located in Palmer, Alaska.

### SEC. 1.02 BUDGET

The State has not established a firm budget for this contract. Funds are limited and negotiations may be necessary depending upon the costs included within the proposals submitted. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM prevailing Alaska Time on 7/6/17**. Faxed, emailed or oral proposals **are not** acceptable.

### SEC. 1.04 PRIOR EXPERIENCE & QUALIFICATIONS

The behavioral health specialist must have an active State of Alaska professional license in one of the following professional license fields:

- Psychiatry
- Psychology
- Advanced Nurse Practitioner

Prior Experience and Qualifications are as follows:

#### **REQUIRED:**

- Master's Degree in Social Work or other related Mental Health Field
- Resume/Vitae – (*Current with references*)

#### **PREFERRED:**

- DOC experiences
- Experience working with severe and persistent mentally ill patients

An offeror's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and their proposal may be rejected.

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

PROCUREMENT OFFICER: Gary Bailey – PHONE (907) 269-7344 – FAX (907) 269-7345 – TDD (907) 269-7340

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows for all methods of delivery:

Department of Corrections  
Division of Health and Rehabilitation Services (HRS)  
Attention: Gary Bailey  
Behavioral Health Clinician, #170007308  
550 W 7<sup>th</sup> Ave, Suite 1800  
Anchorage, AK 99501

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation. The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

### (b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

#### (c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

#### (d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Department of Corrections reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

#### (e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

### SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

### SEC. 1.10 AMENDMENTS TO PROPOSALS

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

### SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

## SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- Issue RFP 6/14/17,
- Questions Deadline 6/28/17
- **Deadline for Receipt of Proposals 7/6/17 at 2PM,**
- Proposal Evaluation Committee complete evaluation by 7/14/17,
- State of Alaska issues Notice of Intent to Award a Contract 7/20/17,
- State of Alaska issues contract 7/31/17,
- Contract start 8/7/17.

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

## SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference **will not** be held for this RFP.

## SEC. 1.14 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

## SEC. 1.15 NEWS RELEASES

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

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

Health Care Mission: The mission of the State of Alaska, Department of Corrections, Health and Rehabilitation Services (department), is to provide those health care services necessary to prevent or alleviate pain and suffering; provide those services that the potential for harm to the prisoner by reason of delay or denial would be substantial; assure that any treatment or procedure provided is of medical necessity and not simply desirable; assure that denials or delays are not deliberately indifferent to serious medical needs; take corrective action when long-term ill effects can be prevented; and provide those procedures, treatment and prosthetic devices essential to the inmate's level of functioning and rehabilitation. To the maximum extent possible, health care services will be provided in the facility medical unit.

Provision of Mental Health Services: The department shall provide essential mental health services to prisoners who suffer from mental illness in order to maintain or improve their mental health, contribute to their satisfactory prison adjustment, reduce the risk of criminal recidivism upon their release, and aid the department in the maintenance of an environment that preserves the basic human rights and dignity of the prisoners and correctional staff.

The department has adopted policies and procedures for the health care of prisoners in adult correctional facilities. The successful offeror will provide services within these policies and procedures and are referenced within this RFP.



## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The department is soliciting proposals for a contractor to provide behavioral health services to incarcerated persons within the Mat-Su Pretrial facility located in Palmer, Alaska. These services may include assessment and diagnostic services; individual therapy; group therapy; crisis intervention services; post-treatment assessment to measure realization of treatment change; consultation and/or training with correctional staff; post discharge and other types of mental health services as needed by the department.

1. The anticipated priority for provision and coordination of mental health services is as follows:
  - a) Intervention with suicidal or potentially suicidal inmates;
  - b) Screening, evaluation, treatment and referral services for acute mentally ill inmates;
  - c) Screening, evaluation, treatment and referral services for chronic or non-acute mentally ill inmates;
  - d) Case specific consultation with institutional staff and contract personnel;
  - e) Consultation services for inmates;
  - f) Specific requests for Mental Health services and or training of institutional staff as approved by the Chief Mental Health Officer or designee prior to services.
2. The offeror must indicate the mechanism(s) to be utilized for the examination and diagnosis of inmates. It is not anticipated that the use of psychological (projective and objective) testing will be part of the scope of mental health services at Mat-Su Pretrial. The use of psychological testing, if proposed, must be approved in advance by the Mental Health Director, or designee.
3. Any crisis intervention or emergency assessment requires a timely on-site review. This service must be provided directly by contract staff, or by an approved sub-contractor identified in the offeror's proposal.
4. Refer offenders, as appropriate, to other institutional and/or community services and coordinate services to the offender with other service providers as necessary.
5. Evaluate referrals to determine the appropriate clinical course of action. Whenever possible the successful offeror will provide the necessary treatment services. When the intervention required falls outside the specific expertise of the successful offeror, the successful offeror will refer the inmate back to the referring source with a recommendation for further treatment or evaluation as deemed appropriate.
6. Submit a Monthly Mental Health Progress Report to the Chief Mental Health Officer responsible for the supervision and coordination of mental health services. This progress report must be submitted on the standardized report form provided by the Department of Corrections (form attached).
7. Submit a termination summary to the Chief Mental Health Officer at the conclusion of each inmate's treatment.

8. Make progress notes and include all psychological testing results in the mental health section of the medical file following each session with an inmate and communicate any concerns with the institutional mental health clinician and/or medical staff.
9. Have any initial diagnosis of mental illness confirmed by a licensed psychologist or psychiatrist within seventy-two (72) hours of the initial diagnosis (excluding weekends or holidays) if the initial diagnosis was not conducted by a licensed psychologist or psychiatrist.
10. Attend consultation meetings with the department staff as needed.
11. The contractor shall not provide sex offender treatment services in lieu of referring inmates to departmentally recognized treatment programs.

### SEC. 3.02 CONTRACT TERM & WORK SCHEDULE

The length of the contract will be from the date of award, approximately August 7, 2017 through June 30, 2018 with optional renewals up to June 30, 2021. Optional renewals are at the sole discretion of the State. Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

The department anticipates needing up to 15 hours of service per week for an annual total of 780 hours. Any remaining hours in a contract term shall not carry over to a subsequent contract term. Services are to be provided Monday through Friday, between 8:00 AM – 4:00 PM excluding State holidays. The department may require the contractor to follow a set schedule or services may be requested by the department on an as-needed basis.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

### SEC. 3.03 SECURITY

The contractor must pass a department provided background check. The contractor must immediately inform the offender's probation officer if the contractor witnesses or suspects the offender of violating their probation terms. The contractor shall not accept any gifts or items from an offender or their family even for temporary safekeeping. Offenders may not accept payment or gifts from the contractor or the community while working in the program. If the contractor is named or is involved in a police report or investigation, the contractor must immediately inform the project director.

### SEC. 3.04 POLICIES AND PROCEDURES

The contractor will assure that all individuals providing services under the terms of this contract receive and read department Policies and Procedures 202.01, Code of Ethics and 202.15, Standards of Conduct. Contract employees are expected to work under the same standards as those applying to State employees. The contractor must review and sign attached forms 202.01a and 202.15a. The contractor must follow the Policies

and Procedures in Chapter 807 Medical and Health Care Services when providing service. You may follow the link below for all update policies and procedures.

<http://www.correct.state.ak.us/commissioner/policies-procedures>

### SEC. 3.05 INVESTIGATION AND LITIGATION

The contractor is obligated to notify the program manager the next working day if, they, or any member of their contract staff, are being investigated for malpractice and/or ethical violations by a licensing board or professional organization, or if they are named as a party in a civil or criminal litigation relating to their professional activities. The department reserves the right to disallow the provision of contract services by any individual undergoing investigation and/or litigation under this section.

### SEC. 3.06 RECORDS

The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP and resulting contract shall be the property of the department. The department is currently in the process of going to an electronic medical records system and all contract employees may be required to learn the new system during the term of this contract. Training will be provided as needed.

### SEC. 3.07 RESEARCH

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.02 Research Activities.

### SEC. 3.08 CONTRACT TYPE

This contract is a firm fixed price contract.

### SEC. 3.09 PROPOSED PAYMENT PROCEDURES

Payment for primary services should be billed to the department every two weeks if a regular schedule has been established or 5 days after provision of service if a regular schedule hasn't been established. The contractor's invoice must include the contractor's name, address, contact information, the contract number, hours billed, the hourly rate and total invoice cost. Additionally the invoice must include the annual not to exceed hours of 780 and the remaining amount of annual hours.

Payment for Secondary services should be billed to the department within 5 days of service provision. The contractor's invoice must include the contractor's name, address, contact information, the contract number, amount of hours or minutes billed, the hourly or per minute rate and total invoice cost.

No payment will be made until the invoice has been approved by the project director and there are no disputed charges.

### SEC. 3.10 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the

full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### SEC. 3.11 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### SEC. 3.12 LOCATION OF WORK

The work conducted under this contract will be at the Mat-Su Pretrial facility located at 339 East Dogwood Ave, Palmer, Alaska. The department will not pay for any travel (airfare, taxi, etc.), housing/lodging or per diem costs. Mileage may be allowed if over 50 miles one way to the work site from vendors business location at a rate of fifty cents (.50) per mile. Costs for mileage must be included in the offeror's hourly rate.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.13 SUBCONTRACTORS

**Subcontractors will not be allowed.**

### SEC. 3.14 JOINT VENTURES

**Joint ventures will not be allowed.**

### SEC. 3.15 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

### SEC. 3.16 CONTRACT PERSONNEL

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

### SEC. 3.17 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### SEC. 3.18 CONTRACT CHANGES - AMENDMENTS

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

The department anticipates that an increase in contract hours may exceed the allowable 780 hours per year. The contractor's hourly rate shall be in accordance with the rate proposed by the offeror and incorporated into Appendix D of the contract.

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

### SEC. 3.19 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets,

equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Offender information.
- State information that is not public information.

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

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

### SEC. 3.20 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form Appendix B2 attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in Appendix B2 must be set out in the offeror's proposal.

### SEC. 3.21 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in section 8, Exhibits.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. Proposals should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted stapled or in binders (3-hole punched) to facilitate duplication if necessary.

To facilitate review of the proposals on an equitable basis, a maximum of 30 pages (12 point type and 8.5 x 11" page size) may be used for the body of the proposal. The number of pages that may be included in the appendices is not limited in order to provide the opportunity to include additional information such as resumes, list of references, etc.

The proposals should be presented in the order set forth below. Each section should be numbered and titled with the corresponding number and titled section, with all relevant material included. Each page should be numbered consecutively and supplemental materials should be presented as labeled appendices, each of which is referenced in the text of its respective section.

### SEC. 4.02 INTRODUCTION

Offeror's must complete the attached Offeror Assurance and Information document to include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### SEC. 4.03 TECHNICAL PROPOSAL

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and enter their response in the space provided on the form.

- Understanding of the Project: Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.
- Experience and Qualifications: Offerors must provide comprehensive narrative statements that illustrate their experience and qualifications. Offeror's must include a resume as a separate attachment. Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.
- Budget Narrative: Offerors are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget.

#### SEC. 4.04 COST PROPOSAL

Cost proposals must be submitted on the attached cost proposal form. All rates must include all direct and indirect costs associated with the performance of the contract, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, leave, travel, insurance and profit.

The department initially only requires 780 hours annually. Depending on the needs of the department additional hours may be needed. Offeror's are to propose pricing for the initial 780 annual hours as well as pricing for an additional 780 annual hours. See cost proposal form in attachments.

#### SEC. 4.05 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in the attached Technical Proposal and Evaluation form.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.



## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 5.01 TECHNICAL PROPOSAL (50%)

Proposals will be evaluated against the questions set out below:

#### Understanding of the Project and Service Provision

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the services the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 5) Is organization of the project team clear?

#### Experience and Qualifications

- 1) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- 2) How extensive is the applicable education and experience of the personnel designated to work on the project?
- 3) Do the personnel assigned to this project have experience working within a correctional center or psychiatric center?
- 4) How extensive is the experience of the personnel working with the severely mentally ill?

#### Budget Narrative

- 1) Is the budget narrative complete and are costs reasonable?

### SEC. 5.02 CONTRACT COST (40%)

Overall, a minimum of 40% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

#### Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

### SEC. 5.03 ALASKA OFFEROR PREFERENCE (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

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

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

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

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

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

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable

access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

#### SEC. 6.04 CLARIFICATION OF OFFERS

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

#### SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

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

#### SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section 5 Evaluation Criteria and Contractor Selection.

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

#### SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the 1800 conference room on the 18<sup>th</sup> floor of the Atwood Building in Anchorage, Alaska.

If the contract negotiations take place in Anchorage, Alaska, the offeror will be responsible for their travel and per diem expenses.

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

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

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

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SEC. 6.10 PROTEST

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

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

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

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

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

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

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

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

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

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

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

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

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## Sec. 6.12 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;

- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

#### **Alaska Bidder Preference Statement**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

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

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

#### **Alaska Veteran Preference Statement**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

### **SEC. 6.14 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

## SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

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

## SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

### (a) FORMULA USED TO CONVERT COST TO POINTS

#### STEP 1

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

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

#### STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 40 points.**

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

**Offeror #2 receives 37.4 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

**Offeror #3 receives 33.7 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

### (b) ALASKA OFFEROR PREFERENCE

#### STEP 1

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

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

#### STEP 2



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

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

**STEP 3**

Add the applicable Alaska offerors preference amounts to the offeror's scores:

Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
Offeror #3	90 points	(80 points + 10 points)

**STEP 4**

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in section 8 for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

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

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

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

### SEC. 7.04 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

### SEC. 7.05 RIGHT OF REJECTION

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;

- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A proposal from a debarred or suspended offeror shall be rejected.**

## SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

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

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

## SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement 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 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 7.10 SEVERABILITY

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

## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 1.12 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

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

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

## SEC. 7.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

## SEC. 7.13 SOLICITATION ADVERTISING

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

## SECTION 8. ATTACHMENTS

### SEC. 8.01 ATTACHMENTS

1. Cost Proposal Form
2. Responsiveness Checklist
3. Receipt Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement (example)
  - 5.1 Standard Agreement Form
  - 5.2 Appendix A
  - 5.3 Appendix B2
6. Certification of Entitlement to the Alaska Bidder Preference
7. Security Clearance Form (example)
8. Department Policies & Procedures,
  - 202.01 Code of Ethical Professional Conduct
  - 202.15 Standards of Conduct 10.
9. Sample Billing Forms
10. Proposal Questions
11. State Holiday Schedule

**Attachment 1**

**COST PROPOSAL FORM**

Offeror's must use this form to enter data that will be utilized to determine the proposed costs for provision of services. Do not alter this form or add additional information as it is used for evaluation purposes to convert the costs to points. Rates shall not exceed the tenth decimal place. See section 4.04 Cost Proposal for further information.

**Deadline Date: 9/1/16**

All direct and indirect costs must be included in your hourly rate.

Section Three Services				
Position	Hourly Rate	Annual Hours		Annual Cost
Clinician	\$	780	=	\$

Section Three Services (Additional Annual Hours)– <u>Anticipated Amendment</u>				
Position	Hourly Rate	Annual Hours		Annual Cost
Clinician	\$	780	=	\$

<b>Total Cost</b>	\$
-------------------	----

Business Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 2**

**PROPOSAL RESPONSIVENESS CHECKLIST**

**Behavioral Health Clinician Services - MSPT**  
**RFP #170007308**

Offerors are encouraged to use this checklist in preparation of proposals. This checklist may not be all inclusive of the items required to be submitted in the proposal. In case of a conflict between this checklist and the RFP, the requirements of the RFP will prevail.

**Offerors who do not respond to each item as specified below may be considered "non-responsive" and the proposal may not be accepted for evaluation and possible award of contractual services.**

Description	Checklist
Proposal (sealed) and received before <b><u>2:00 p.m. , July 6, 2017</u></b>	
Proposal includes original & 3 Copies (4 total copies)	
Table of Contents	
Offeror Information & Assurance Form – <u>signed &amp; notarized</u>	
Evidence of Alaska Business License	
Conflict of Interest Statement	
Statement of Understanding & Plan for Service	
Resume with Experience & Qualifications	
Proposed Cost Form ( <i>Attachment 1</i> )	
Alaska Bidder Preference Certification	

**Attachment 3**

**RFP RECEIPT ACKNOWLEDGMENT FORM**

**Behavioral Health Clinician Services - MSPT**  
**RFP# 170007308**

**(Return to Procurement Officer listed in section 1.01 as soon as possible)**

I have received the above specified RFP and I

**DO** INTEND TO RESPOND WITH A PROPOSAL \_\_\_\_\_

**DO NOT** INTEND TO RESPOND WITH A PROPOSAL \_\_\_\_\_

\* \* \* \* \*

\_\_\_\_\_  
AGENCY/INDIVIDUAL

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



**Attachment 4**

**OFFEROR INFORMATION AND ASSURANCE FORM**  
**Request for Proposals # 170007308**

Department of Corrections

Title: Behavioral Health Clinician Services  
Location of Project: Palmer, Alaska  
Contract Projected to Begin: August 7, 2017  
Contract Projected to End: June 30, 2021

J. Offeror's (Agency or Individual) Name: \_\_\_\_\_

B. Offeror's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

C. Status: For Profit: \_\_\_\_\_ Non-Profit: \_\_\_\_\_ Other: \_\_\_\_\_

D. Alaska Business License Number: \_\_\_\_\_

E. Internal Revenue or Social Security Number: \_\_\_\_\_

F. Professional Registration Number (if applicable): \_\_\_\_\_

G. Recipient Contact Person: \_\_\_\_\_

H. Authorized Representative: \_\_\_\_\_

J. TERMS AND CONDITIONS: By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.

J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.

Offeror's Authorized Signature and Title\*  
(must be sworn before a notary public)

Date (Month, Day and Year)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\* Proposals must be signed by an individual authorized to bind the offeror to its provisions (see sections 2.01 and 6.03[a]).

**Attachment #5.1 – 5.3**

(Sample)

**Standard Agreement Form**  
(With Appendix A1 & B2)

(SEE NEXT PAGE)

# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	
<b>This contract is between the State of Alaska,</b>			
8. Department of		Division	hereafter the State, and
9. Contractor <div style="text-align: right;">hereafter the contractor</div>			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins _____, and ends _____.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
<b>12. CONTRACTOR</b>		<p>14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

## APPENDIX A

### GENERAL PROVISIONS

#### Article 1. Definitions.

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

#### Article 2. Inspections and Reports.

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

#### Article 3. Disputes.

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

#### Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to 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.

Attachment 5.3

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

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

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
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

**Attachment 6**

**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**

1. I am the Offeror or a duly authorized agent of the Offeror and I certify that the Offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the Offeror and which could affect the award of the Request for Proposals to the Offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference. As of the closing date of the Request for Proposals, the Offeror holds a valid Alaska business license in one of the following forms:

- (a) a cancelled check for the business license fee;
  - (b) a copy of a business license application with a receipt date stamp from the State's business license office;
  - (c) a receipt from the State's business license office for the license fee;
  - (d) the Offeror's valid business license certificate;
  - (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license.
2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.
3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request for Proposals.
4. The Offeror is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, or is a partnership, and all partners are residents of the State; and,

In order to be considered an Alaska Bidder and entitled to the Alaska Bidder Preference, a limited liability company (LLC) organized under AS 10.50.010-10.50.995 must meet the requirements of AS 36.30.170(b) and the manager of the LLC must be a resident of the State of Alaska.

\_\_\_\_\_  
Signature of Offeror or Offeror's Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment 7**

State of Alaska  
Department of Corrections  
**REQUEST FOR CLEARANCE**  
for  
Contractor/Contract Staff Background Checks

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security # : \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

Is applicant currently on probation or parole? \_\_\_\_\_ If yes, where? \_\_\_\_\_

Does applicant have any relatives or acquaintances presently incarcerated in Alaska or under the Dept. of Corrections supervision? \_\_\_\_\_ If yes, state the person's name/location: \_\_\_\_\_

Clearance requested by (Contractor): \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

The information that I have provided is true and accurate to the best of my knowledge. I authorize the Department of Corrections to perform a background investigation for any and all prior convictions or current warrants.

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*

APSIN/WANTS:	Clear: _____	Wants: _____	See Attached: _____
NCIC/WANTS:	Clear: _____	Wants: _____	See Attached: _____
Criminal History Check (Alaska)	No record found: _____	See Attached: _____	
Criminal History Check (other states)	No record found: _____	See Attached: _____	

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_  
Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_



**Attachment 8**


**STATE OF ALASKA  
DEPARTMENT OF CORRECTIONS  
POLICIES AND PROCEDURES**

**Code of Ethical Professional Conduct, #202.01 (2 pages)  
Form 202.01A (1 page)**

(SEE NEXT PAGE)

**Standards of Conduct, #202.15 (12 pages)  
Form 202.15A (1 page)**

**Mental Health Services, #807.13 (9 pages)**

	<b>State of Alaska Department of Corrections Policies and Procedures</b>		<b>Index #:</b>	202.01	<b>Page 1 of 2</b>	
			<b>Effective:</b>	10/17/14	<b>Reviewed:</b>	
			<b>Distribution:</b>	Public	<b>Due for Rev:</b>	10/2018
	<b>Chapter:</b>	Personnel				
	<b>Subject:</b>	Code of Ethical Professional Conduct				

I. Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.

II. References

Alaska Statutes

AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150

Alaska Administrative Code

13 AAC 85.230

III. Purpose

To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors and volunteers.

IV. Application

All staff, contractors and volunteers

V. Definitions

A. Ethical: Conforming to a standard of what is right and good.

B. Professional: Behavior and conduct befitting a person employed in a position of public trust.

VI. Policy

Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.

VII. Procedures

- A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.
- B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.
- C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
- D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.
- E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

This policy and procedure is effective as of the date signed by the Commissioner. Each manager shall incorporate the contents of this document into local policy and procedure within fourteen (14) days of the effective date. All local policies and procedures must conform to the contents of this document.

10.17.2014

Date

SIGNATURE ON FILE

Joseph D. Schmidt, Commissioner  
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

*Original: 1/21/1985 (Code of Ethics and Standards of Conduct)*

*Revised 4/17/1985*

*Revised: 4/2/1990*

*Revised: 7/25/1991*

*Revised: 4/15/2000 (Code of Ethical Professional Conduct)*

*Revised: 11/22/2002*

*Revised 12/3/2007*

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**DEPARTMENT OF CORRECTIONS  
EMPLOYEES  
CODE OF ETHICAL PROFESSIONAL CONDUCT**

As an employee of the Department of Corrections, whether a Correctional, Probation, or Parole Officer, or in another capacity, my fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest. I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected by law, and will respect and protect the civil and legal rights of all inmates, probationers, and parolees.

I will respect the right of the public to be safeguarded from criminal activity, and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer, or parolee. I will maintain the integrity of private information, and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information. In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency. I will not use my official position to secure privileges or advantages for myself, and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity. I will not engage in undue familiarity with inmates, probationers, or parolees. I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of colleagues or other criminal justice agencies unless the underlying facts are verifiable. I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of service provided.

---

I have read the Code of Ethical Professional Conduct, and have sought and obtained clarification of portions which I did not understand. I recognize that failure to abide by the Code may result in corrective, disciplinary, or other appropriate action, up to and including dismissal.

---



Printed Name

---

Signature

---

Date

<p align="center"><b>STATE OF ALASKA</b>  <b>DEPARTMENT OF CORRECTIONS</b></p>  <p align="center"><b>POLICIES &amp; PROCEDURES</b></p>	SECTION: <b>Administration</b>	PAGE: <b>Page 1 of 12</b>
	CHAPTER: <b>200</b>	NUMBER: <b>202.15</b>
	P&P TYPE: <b>Public</b>	
	TITLE: <b>Standards Of Conduct</b>	
ATTACHMENTS / FORMS: <b>(A.) Standards Of Conduct Certificate Of Review And Compliance.</b>	APPROVED BY:  <b>Dean R. Williams, Commissioner</b>	DATE: <b>02/15/17</b>
		AUTHORITY / REFERENCES: 22 AAC 05.045                      AS 33.30.011 22 AAC 05.060                      AS 33.30.021 22 AAC 05.095                      AS 39.28 22 AAC 05.155                      AS 39.52 22 AAC 05.196                      AS 39.90.010-150 AS 12.62.120                      AS 44.09.015 AS 12.62.900                      AS 44.28.030 AS 18.80.200                      DOC P&P 202.01 AS 33.05.010                      FBI CJIS Security Policy. AS 33.16.180 State Of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq.

## POLICY:

It is the policy of the Department of Corrections (DOC) that in the daily performance of their duties, employees will demonstrate honesty, integrity, and respect for the worth and individuality of all persons. Department employees shall also demonstrate a strong commitment to professional and ethical correctional service.

## APPLICATION:

This policy and procedure will apply to all Department employees.

## DEFINITIONS:

As used in this policy, the following definitions shall apply:

### Business Relationships:

A relationship between individuals or companies entered in to for commercial purposes and usually some kind of financial gain. Such relationships are sometimes formalized with legal contracts or agreements.

### Conflict Of Interest:

A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and a competing professional or public interest.

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### **Egregious Misconduct:**

Misconduct that is extraordinary in some bad way, and includes but is not limited to, the definition of egregious misconduct found in applicable collective bargaining agreement.

### **Illegal Behavior:**

Behavior that falls outside the law.

### **Investigations:**

The formal or systematic examination or research of an event or person based on the study of factual information. There are various types of investigations including:

- **Official Investigations:**  
Investigations that are conducted with the intent of being formally recorded. Such investigations usually follow a set format and would have an outcome that is documented in some official manner.
- **Internal Investigations:**  
Investigations undertaken by the Department of Corrections and kept within the Department. Such investigations may not involve outside agencies and the outcome of the investigations would typically not be released outside of the Department.
- **Administrative Investigations:**  
Investigations based on the possibility that the event or conduct of the person in question may have involved some form of misadministration (such as the breach of a policy), with the aim of corrective action or discipline when warranted.
- **Criminal Investigations:**  
Investigations to determine whether the event or conduct of the person in question may have been criminal in nature.

### **Medical Information:**

Any written, verbal or electronic information about a person's health status (past or present) or the provision of health care.

### **Professional Conduct:**

Behavior befitting a person employed in a position of public trust.

### **Unethical Behavior:**

Behavior that falls outside of what is considered morally right or proper for a person, profession or an industry, including behavior which conflicts with the Alaska Executive Branch Ethics Act (AS 39.52) or the Department's Code of Ethical and Professional Conduct (DOC P&P 202.01).

## **PROCEDURES:**

The following rules and standards express in general terms the conduct expected of DOC employees. Violations

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TITLE: <b>Standards Of Conduct</b>		

of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal. The following list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each DOC office or institution has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

**I. General Provisions:**

- A. Employees shall comply with and obey all federal, state and municipal laws.
- B. Employees shall comply with and obey all DOC regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
- C. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to obey any directive that would require them to commit or abet an unlawful act.
- D. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
- E. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood or age.
- F. The DOC complies with the State's Equal Employment Opportunity (EEO) Act (AS 39.28) that prohibit retaliation against an employee in any aspect of employment including promotion, job assignment, or any other terms or conditions of employment because that employee filed a charge of discrimination, complained about illegal discrimination, or because they participated in an employment discrimination proceeding such as an investigation.
- G. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane or abusive language or gestures.
- H. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
- I. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and public confidence in the DOC.
- J. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their

SUPERCEDES POLICY DATED:	<b>01/09/08</b>
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personal gain. Use of state equipment and resources must not violate the State's Executive Branch Ethics Act (AS 39.52). Loss, misuse, misplacement, theft or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or DOC property for their own use.

- K. Employees shall report fit for their duty assignment, punctually at the time and place directed. Employees are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
- L. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non-job related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non-work related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the institution / office. This list is not all inclusive, and there are other activities that are non-job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
- M. Employees shall not knowingly falsify any document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
- N. Employees shall not interfere with any action or investigation assigned to another employee or interfere with DOC operations.
- O. Any level of intoxication or the use or possession of any kind of alcoholic beverage, legal intoxicant or illegal or non-prescribed controlled substance, or drug paraphernalia on the job or on DOC property is prohibited. Employees on duty are not to smell of or to be under the influence of alcohol or marijuana. Employees smelling of or appearing to be under the influence of alcohol or marijuana may be requested to be the subject of an alcohol / drug test. Nor may employees report for duty under the influence of any over-the-counter or prescription controlled substance if that substance adversely impacts the employee's ability to perform their duties.

## II. Conflicts Of Interest:

- A. Employees shall avoid situations that give rise to a financial or personal conflict of interest, and shall abide by the provisions of the Alaska Executive Branch Ethics Act (AS 39.52).
- B. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a DOC employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the DOC.
- C. Employees shall not accept private or special advantage from their official status as employees of the DOC. DOC credentials, uniforms, identification cards, or badges may not be used to coerce, intimidate,

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or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.

- D. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions. This restriction shall not apply to employees involved in legitimate military service, such as the AK State Defense Force or Army National Guard.
- E. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by offenders, volunteers, staff or members of the public.

### III. Relationships Between Supervisors And Subordinates And Relationships Between Peers:

- A. Dating, romantic, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or institution manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
- B. Dating, romantic, sexual relations, or engaging in joint business relationships between employees and a supervisor in their chain-of-command at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate Division Director and duty reassignments may be made to comply with this policy.
- C. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for co-workers.
- D. Supervisors shall not give, accept or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with State funds.
- E. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive or obscene language toward a supervisor.
- F. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of State business. Employees shall avoid participation in situations that may create undue favoritism.

### IV. Relationships With Offenders And Family Members Of Offenders:

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- A. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the Department's use of force policy.
- B. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
- C. Except as set out in D. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders that are under the supervision of the DOC, or a member of the offender's immediate family. This prohibition applies to any state or federal offender under the supervision of the DOC, whether the offender is actively detained or incarcerated at a DOC institution, or whether the offender is not incarcerated but is on probation, parole, or furlough supervised by the DOC. This includes, but is not limited to, telephone calls, letters, notes, social media communications or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business. Exceptions to this rule include pretrial defendants released on bail unless the defendant is under the supervision of a probation office and those employees who are actively involved in common pro-social activities with offenders such as work, school, treatment programs, sports leagues and supportive re-entry efforts.
- D. Employees shall not directly or indirectly give to, or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
- E. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender. Exceptions to this rule include pro-social, organized sports activities.
- F. During the performance of their duties or while acting as representatives of the DOC, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless:
  - 1. To do so is a requirement of his or her position; or
  - 2. The employee has received authorization from the institution or office manager.
- G. Regardless of where the employee works in the DOC, in cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the DOC, the employee shall notify their chain-of-command in writing immediately. The institution or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
- H. Employees shall not discuss their personal life or another employee's personal life with offenders.

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- I. Employees shall not bring into or carry out of any DOC institution any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or institution manager. The introduction of any items of contraband onto the grounds of any secure institution is prohibited.

**V. Illegal or Unethical Behavior:**

- A. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal or unethical conduct, on or off duty.
- B. DOC employees have an affirmative obligation to report immediately in writing to their office or institution manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on DOC premises.
- C. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's chain-of-command. The officer or institution manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
- D. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.

**VI. Reports and Investigations:**

- A. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
- B. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
- C. During the course of an official investigation an employee can be ordered to cooperate in an internal / administrative investigation and must truthfully answer questions that are specifically, directly and narrowly related to the employee's official conduct, to include providing a signed statement or affidavit if requested. Statements made pursuant to an order to cooperate in an internal / administrative investigation and evidence that is derived from the statements cannot be used against the employee in any criminal proceeding.

An employee will not be compelled in any criminal investigation to be a witness against themselves. Employees interviewed in conjunction with a criminal investigation will be afforded all rights under

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Miranda v. Arizona (1966) and the Fifth Amendment of the US Constitution.

#### VII. Medical Information:

- A. Employees are reminded that medical information that the DOC gathers and maintains is protected by federal and state laws and regulations, such as the Health Insurance Portability and Accountability Act (HIPAA).
- B. All medical information (including mental health and substance abuse information) is considered confidential and employees may not disseminate or release any medical information without first ensuring that:
  1. The release is authorized by law or the person whose information it is; and
  2. The person (or entity) requesting the information is authorized to receive it.
- C. Employees are expected to handle medical information in a way that preserves its confidentiality at all times. This means restricting access to stored medical information, not leaving medical information accessible when it is not being used and transmitting medical information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- D. Employees who come in to contact with medical information indirectly, such as officers escorting offenders to medical appointments or clerical staff working in clinics, are also expected to keep the information confidential. Any medical information that employees may see or hear as part of their normal duties should be handled appropriately and kept confidential.
- E. If an employee is witness to any misuse or mishandling of medical information they shall immediately report it to their supervisor. Reports of misuse or mishandling of medical information will be taken seriously and will be investigated. Employees found to have misused or mishandled medical information may face discipline.

#### VIII. Criminal Justice Information:

- A. Employees are reminded that criminal justice information that the DOC gathers and maintains (whether hand written or electronic) is protected by federal and state laws and regulations, such as the Federal Bureau of Investigations (FBI) Criminal Justice Information Services (CJIS) Security Policy and Alaska Statute 12.62.160.
- B. According to the FBI (CJIS Security Policy, Appendix A) and Alaska Statute (AS 12.62.900) criminal justice information may include:
  1. Biometric data;
  2. Identity history;
  3. Person data;
  4. Organization data;

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5. Property (when accompanied by any personally identifiable information) data;
6. Case / incident history data;
7. Non-conviction information;
8. Correctional treatment information; and
9. Information relating to a person to be located, whether or not that person is wanted in connection with the commission of a crime.

- C. The DOC makes use of several different repositories for criminal justice information including the Alaska Public Safety Information Network (APSIN) operated by the Department of Public Safety and the DOC's own Alaska Corrections Offender Management System (ACOMS). This policy shall apply to any additional criminal justice information systems that are either created or adopted in the future for DOC use.
- D. Access to these databases is restricted and employees shall only access information in these databases when a legitimate business need exists. No employee shall access these databases for personal use.
- E. DOC employees are also prohibited from altering or deleting any documentation or criminal justice information entered in to a criminal justice information system (such as the DOC offender management system) by another person, without first securing the approval of their Superintendent, Chief Probation Officer or equivalent supervisor or their designee. Before granting approval for an employee to alter or delete documentation or criminal justice information entered by another person, the supervisor or designee shall be satisfied that the alteration / deletion is legitimate and necessary for business needs.
- F. All criminal justice information is considered confidential and employees may not disseminate or release any criminal justice information without first ensuring that:
  1. The release is authorized by law or the person whose information it is; and
  2. The person (or entity) requesting the information is authorized to receive it.
- G. Employees are expected to handle criminal justice information in a way that preserves its confidentiality at all times. This means restricting access to stored criminal justice information, not leaving criminal justice information accessible when it is not being used and transmitting criminal justice information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- H. If an employee is witness to any misuse or mishandling of criminal justice information they shall immediately report it to their supervisor. Reports of misuse or mishandling of criminal justice information will be taken seriously and will be investigated. Employees found to have misused or mishandled criminal justice information may face discipline, as well as legal action.

#### IX. Public Statements and Disclosure of Information:

- A. All official statements for public release concerning the affairs of the DOC must be authorized by the Commissioner, a Deputy Commissioner, a Division Director, or designee.

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- B. In any public statement, employees will clearly distinguish between those that are positions of the DOC and those that are personal views. Employees are responsible for the accuracy of their statements.
- C. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the office or institution manager.
- D. Social Media:
1. When identifying yourself as a DOC employee on social media or if you have a position for which your DOC association is known to the general public, ensure your profile and related content is consistent with how you wish to present yourself as a professional employee, appropriate with the state and public trust associated with your position. DOC employees shall have no expectation of privacy when using social media tools.
  2. All posts or comments on social media that may be related, directly or indirectly, to your employment by the State of Alaska and the Department of Corrections shall be preceded by a disclaimer that clearly states that the opinions or views expressed are yours alone and do not represent the views of the DOC or your institution or office.
  3. Without written permission from the Commissioner, or designee, the use of any image or photograph of images that belong to the DOC is prohibited, including:
    - a. Department shoulder patch;
    - b. Department official logo;
    - c. Photographs or any graphic rendition of any DOC building, office, institution, or grounds; and
    - d. Any image of an offender (with or without permission).
  4. Without written permission from the Lieutenant Governor, the use of the state seal is prohibited.
  5. In a publicly accessible forum, employees shall not discuss any DOC related information that is not already considered public information. The discussion of sensitive, privileged or protected information is strictly prohibited. This rule applies even in circumstances where password or other privacy controls are implemented.
- E. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employees' job requirements.
- F. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.

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G. Former employees will be granted access only to DOC information available to other members of the public, and will have no greater standing than members of the public.

X. Clothing and Uniforms:

While on duty all employees will adhere to the DOC's policies on uniforms and appearance.

XI. Egregious Misconduct:

Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

A. All DOC employees are prohibited from:

1. Engaging in unlawful discrimination or harassment;
2. Engaging in dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's co-workers;
3. Theft of State time or resources;
4. Gross disobedience or insubordination;
5. Use, possession or being under the influence of alcohol or any illegal controlled substance on DOC's time or premises;
6. Engaging in physical assault or misconduct, abusive, or lewd behavior;
7. Abandonment of duties;
8. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the DOC's ability to carry out its mission;
9. Intentionally aiding or abetting on offender's escape or attempted escape;
10. Introducing contraband onto the grounds of a secure institution;
11. Using excessive force on an offender;

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12. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
13. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security; and
14. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.

B. Egregious misconduct includes:


1. Conviction of any felony; and
2. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability or fitness to perform the employee's duties, or may adversely impact the DOC's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.

XII. Responsibilities:

- A. Division Directors shall ensure dissemination, posting, training, and enforcement of this policy.
- B. Office and institution managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of DOC institutions or offices, have read, understand, and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
- C. Failure on the part of any employee to implement this policy may constitute grounds for disciplinary action up to and including dismissal from public service.
- D. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
- E. All employees shall sign the *Standards Of Conduct Certificate Of Review And Compliance* (Attachment A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.
- F. Any variance from this policy must have prior written authorization from the Commissioner or their designee.

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	<b>Chapter:</b> Medical and Health Care Services		
	<b>Subject:</b> Mental Health Administration and Services		

## I Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual comprised of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.

## II References

### Alaska Statutes

AS 33.30.011

AS 47.30.700 – AS 47.30.815

AS 47.30.915(12)

### Alaska Administrative Code

22 AAC 05.120

22 AAC 05.121

22 MC 05.122

22 MC 05.253

22 MC 05.485

Cleary Final Order, 3 AN 81-5274 CIV (Sept. 1990)

Rust v. State, 582 P.2d 134, modified on other grounds, 584 P.2d 38 (1978)

Standards for Adult Correctional Institutions, 3<sup>rd</sup> Edition 1990

4-4342, 4-4369

Standards for Adult Local Detention Facilities, 3<sup>rd</sup> Edition 1991

3-ALDF-4E-18, 4E-37, 4E-38

## III Purpose

To establish uniform procedures within the Department for the professional, administrative, and clinical supervision of a comprehensive system of mental health service delivery within state correctional facilities.

## IV Application

To all staff and prisoners. V

### Definitions

#### A. Mental Illness

Mental illness is an organic, mental or emotional impairment that reduces an individual's exercise of conscious control over the individual's actions and reduces an individual's ability to perceive reality, to reason, or to understand. Mental retardation, epilepsy, drug addiction, and alcoholism do not necessarily constitute mental illness, although persons suffering from these conditions may also be mentally ill. AS 47.30.915(12).

## V Policy

#### A. Provision of Services

The Department shall provide essential mental health services to prisoners who suffer from mental illness in order to maintain or improve their mental health,

contribute to their satisfactory prison adjustment, reduce the risk of criminal recidivism upon their release, and aid the Department in the maintenance of an environment that preserves the basic human rights and dignity of the prisoners and correctional staff. The Department shall offer a range of institutional mental health services, including in-patient psychiatric treatment, sub acute treatment units, outpatient treatment, and group therapy services.

- B. The Department may authorize the transfer of a mentally ill prisoner to a correctional facility or psychiatric institution where more appropriate mental health services or housing is available to meet the prisoner's mental health needs.
- C. When the Department has probable cause to believe that a prisoner who otherwise would be entitled to be released from custody is gravely disabled or is suffering from mental illness and is likely to cause serious harm to self or others, the Department may hold the prisoner for up to 24 hours while seeking an evaluation and involuntary commitment under AS 47.30.700 -- 47.30.815.
- D. Rights of Mentally Ill Prisoners

Prisoners receiving treatment in an acute mental health unit shall have the same rights and benefits as other prisoners unless the consulting psychiatrist, psychologist, or appropriate health care staff decides that participation in a particular activity is inconsistent with the prisoner's treatment plan. The treating health care provider shall review such a decision every 30 days.

## VI Procedures

### A. Mental Health Administration

#### 1. Mental Health Personnel

Institutional and contract mental health personnel may supervise, participate in, or provide consultation or recommendations for mental health-related counseling, staff training, institutional and community education, housing and program assignments, disciplinary measures, and prisoner transfers to other institutions.

#### 2. Institutional Mental Health Clinicians

The Institutional Mental Health Clinicians shall provide and coordinate the following mental health services within his or her assigned institution. All clinicians are under the supervision of the Mental Health Clinician Supervisor. Services include:

- a. Screening, evaluation, treatment, and referral services for mentally ill prisoners;
- b. Case-specific consultation with contract and institutional medical and security personnel about treatment recommendations, suicide precautions, and institutional housing decisions;
- c. Consultation, education, and training services for other correctional staff; and
- d. Clinical monitoring and liaison services for contract programs.

#### 3. Mental Health Staff Organization and Supervision.

The Mental Health Director (Mental Health Clinician IV) shall direct and

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supervise all departmental and contractual mental health staff. The Mental Health Director reports administratively to the Health Care Administrator and shall develop, implement, and monitor all correctional mental health services in compliance with Departmental P&Ps and applicable ethical guidelines and professional standards of care. The Department Psychiatrist reports administratively to the Health Care Administrator and is responsible for the clinical supervision of psychiatrists.

**B. Mental Health Services**

**1. Test for Essential Services**

Mentally ill prisoners shall be offered psychological or psychiatric treatment if a health care provider, exercising ordinary skill and care, concludes with reasonable medical certainty that:

- a. The prisoner's symptoms indicate a serious mental illness or injury;
- b. Treatment could cure or substantially alleviate the disease or injury or alleviate significant pain or discomfort; and
- c. The potential for harm if treatment is delayed or denied is substantial, or
- d. Treatment is needed to alleviate significant pain and suffering which impair the daily functioning of the prisoner and/or prevents the prisoner from participating in or benefiting from rehabilitative services.

**2. Priority and Availability of Mental Health Services**

Priority will be given to prisoners who suffer from chronic or acute mental illnesses and those who present a danger of injury to themselves or others due to mental health problems. Certain treatment services will be provided only in specific facilities and all services must be ordered by Department or contract mental health staff.

**3. Department mental health services include:**

**a. Informal Evaluations**

Mental health staff will provide informal evaluations in response to requests from medical, security, or other correctional staff. These evaluations may result in a written note to the prisoner's medical file or an oral consultation with the requesting person or both.

**b. Formal Evaluations**

Mental health staff will provide formal evaluations that result in a written report and that are based on a thorough evaluative effort. Formal evaluations may involve multidisciplinary mental health staff input and may require the prisoner's consent to contact family members and previous treatment providers. These evaluations may include a review of the mental health screening completed at intake; a review of the prisoner's prior psychiatric, criminal, substance abuse, and medical history; a description of the prisoner's presenting mental health problems; a comprehensive mental status examination; and the development of an overall treatment plan with appropriate referrals.

**c. Emergency Mental Health Consultation Services**

Twenty-four-hour mental health consultation services shall be

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available through an on-call, call-back system in all facilities. The Department shall provide emergency mental health services to any individual booked into a state correctional facility. Suicide assessments, mental health screenings, and crisis interventions are provided by mental health staff at all correctional institutions. Cells equipped with cameras are available to help ensure the safety of inmates requiring constant observation.

d. Direct Individual and Group Therapy Services

Individual and group therapy services shall be available from mental health clinicians, psychological counselors, and psychiatric nurses under the general clinical supervision of the Mental Health Director. Requests for these services may be initiated by the prisoner or by facility staff.

e. Psychiatric Treatment

Psychiatric and telepsychiatric evaluation, treatment, and referral shall be available in all Department facilities. All psychotropic medications shall be prescribed by licensed psychiatrists, psychiatric physician assistants, or psychiatric nurse practitioners with prescribing privileges. Psychotropic medications shall be administered based upon appropriate psychiatric and physical evaluation of the prisoner's treatment needs and in accordance with legal requirements and professional standards of care. (See Policy 807.16 Involuntary Administration of Psychotropic Drugs.)

f. Acute Mental Health Services

Acute treatment for psychiatric disorders shall be available to prisoners requiring this level of intensive mental health intervention. Acute treatment services for male prisoners are available at the Cook Inlet Pretrial Facility Male Psychiatric unit, and for female prisoners at the Hiland Mountain Female Psychiatric Unit. Admission to these units must be authorized by either the Mental Health Director or the Department Psychiatrist. Prisoners transferred to these units shall undergo formal mental health evaluations and be provided with individualized multidisciplinary treatment plans. The Department shall staff these facilities with sufficient full-time nursing staff to provide 24-hour supervised care as well as 24-hour security to the units. The units shall be staffed to provide intensive psychiatric treatment programming under the clinical oversight of a psychiatrist. Transfer to the Alaska Psychiatric Institute in Anchorage is a treatment option for prisoners unable to be adequately stabilized in the Department's acute mental health units.

g. Mental Health Case Management Services

Prisoners who suffer from major mental illnesses may receive mental health case management during their incarceration. Such case management may consist of medication monitoring, specialized housing placement, specialized group and individual treatment, specialized assistance with transition into the community, and mental health consultation with Departmental medical and security staff.

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h. Services for "Guilty but Mentally III" Prisoners

Services for prisoners found Guilty but Mentally III (GBMI) and sentenced in accordance with AS 12.47.050 may include developing a mental health treatment plan (Form 807.13B) and placing a GBMI Alert (Form 807.13A) in the prisoner's case record.

C. Referrals

1. Referral to Mental Health Clinician

A prisoner may request services directly from the Mental Health Clinician or through medical staff. The Clinician must inform medical staff of prisoners who receive mental health services. Any staff member also may refer prisoners directly to the Mental Health Clinician or through medical staff.

2. Referral to Department Psychiatrist

If staff members believe a referral to the Department Psychiatrist is necessary, they must request the referral through the Mental Health Clinician. If no Mental Health Clinician is available, institutional staff must make the request through medical staff.

3. Referral to Contract Mental Health Providers

The Mental Health Clinician shall refer acute or chronic mentally ill prisoners to contract mental health providers, if necessary. In institutions without a Mental Health Clinician, medical staff shall make the referral to mental health providers. The Department Mental Health Clinician Supervisor must preauthorize all referrals by Department mental health or medical staff.

D. Mental Health Transfers

The Mental Health Director or the Department Psychiatrist may authorize the transfer of a mentally ill prisoner to a correctional facility where more appropriate mental health services or housing is available to meet the prisoner's mental health needs. See P&P 750.01, Administrative Transfer.

1. Classification Hearings

The Department must provide a classification hearing when transferring a prisoner to a mental health unit or psychiatric facility (API) except under the following circumstances:

a. Emergencies, in which case a prisoner must be provided a classification hearing no later than five working days after the transfer, unless the prisoner requests more time. In exceptional circumstances, the Department may postpone a hearing for up to 24 hours.

b. The prisoner waives in writing his or her right to a hearing.

2. Transfer to Alaska Psychiatric Institute (API)

The Department may transfer a prisoner to API or another 24-hour psychiatric-care facility if the prisoner suffers from an acute or chronic mental illness and the treating psychologist or psychiatrist decides that the necessary services are not available at CIPT-Male Psychiatric Module, the Hiland Mountain Women's Psychiatric Unit, or any other departmental correctional facility. A prisoner transferred to a psychiatric-care facility shall be provided substantially similar medical care, security, programming, rights, and opportunities as prisoners in a correctional facility, consistent with the mental health needs of the prisoner. The

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following procedures apply to all prisoners transferred to API at the Department's request: (Note: This policy does not address court-ordered psychiatric evaluations.)

a. Pre-Transfer Procedures

Before formally transferring a prisoner to API, institutional health care staff must consult with the Mental Health Clinician Supervisor or the Department Psychiatrist. After hours or on weekends, staff must contact the CIPT-Male Psychiatric Module on-call staff. The Department Mental Health Clinician Supervisor or Department Psychiatrist must pre-authorize mental health correctional transfers to API.

- (1) In emergency cases, when a mentally ill prisoner refuses treatment and is in imminent danger of harming himself or herself or others, health care staff may consider medicating the prisoner. See Policy 807.16, Involuntary Psychotropic Medication. A transfer to API may prove unnecessary if the prisoner can be quickly stabilized. However, staff should continue the referral process if medications are not clinically indicated or have been unsuccessful.
- (2) In non-emergency cases, institutional health care staff must exhaust all available treatment resources before transferring a prisoner to API.

b. Correctional Transfer Procedures

Staff must follow the steps below when transferring a prisoner to API:

- (1) Compile or prepare the following records and documents to accompany the prisoner:
  - (i) A memorandum from the Superintendent to the Director of API stating the prisoner's name, clinical condition, symptoms, precipitating factors or incidents, and a brief statement of the patient's criminal, psychiatric, and medical histories, if available. Staff must include the prisoner's projected release date if it could fall within the prisoner's stay at API;
  - (ii) Copies of supporting medical records; and
  - (iii) Copies of the Judgment and Commitment or Temporary Orders of the Court authorizing the legal detention of the prisoner and sustaining the hold in accordance with Policy 602.01 Prisoner Case Record Management.

Note: Department staff must notify the Court when the Department transfers unsentenced prisoners for mental health treatment to API.

- (2) Except as provided in section D.1 above, appropriate institutional staff shall arrange for a classification hearing; and
  - (3) The Mental Health Clinician Supervisor or designee shall
-

advise Department transportation staff of an authorized transfer to or from API.

c. Post-Transfer Procedures

- (1) The Department must commit prisoners under Alaska's civil commitment statutes if they are involuntarily hospitalized at API for more than 30 days;
- (2) After the prisoner's treatment is completed, API staff shall ask the Mental Health Clinician Supervisor to arrange for the prisoner's return;
- (3) API must provide admission and discharge reports, psychiatric and psychological examination reports, post-hospital treatment plans, and other pertinent hospital records to the institution's health care staff when the prisoner is returned to the Department's custody. If the Department does not receive these reports, staff must contact appropriate API personnel and ask for these records; and
- (4) Institutional health care staff shall arrange post-discharge and follow-up treatment services for returning prisoners.

Note: Staff shall notify the Court when unsentenced, mentally ill prisoners are returned to the Department from API.

E. Life-Threatening Psychiatric Emergencies

A life-threatening psychiatric emergency occurs when a mentally ill prisoner exhibits assaultive or self-injurious behavior. In response to life-threatening mental health emergencies, institutional staff shall follow the procedures below:

1. Observation

Staff shall monitor the prisoner in a secure setting and remove any items that the prisoner could use to self-harm or harm others. See Policy 804.01 Administrative Segregation. Staff shall record the prisoner's behavior, activities, and apparent condition. The Superintendent shall ensure that staff complies with the attending health care provider's recommendations while monitoring the prisoner.

2. Suicide Attempt

Within 48 hours of a suicide attempt by a prisoner, staff shall make every effort to provide a psychiatrist, psychologist, psychiatric social worker, or other trained mental health personnel to counsel and assist the prisoner, unless the prisoner is medically unfit to speak with the professional. See Policy 807.20 Suicide Prevention and Awareness. Staff shall report all suicide attempts in writing to the health care staff and Superintendent. See Policy 104.01 Special Incident Reporting.

F. Involuntary Civil Commitment under AS 47.30.700 - 47.30.815

Department medical and mental health staff will assess and respond to the ongoing treatment needs of potentially dangerous or gravely disabled mentally ill persons being released from correctional facilities. In cases where the Department has probable cause to believe that a prisoner is gravely disabled or is suffering from a mental illness and is likely to cause serious harm to self or others, departmental medical or mental health staff in consultation with the Mental Health Director shall contact the local community-based mental health

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services agency responsible for emergency services evaluations and referrals under AS 47.30.700 - 47.30.815. The correctional center Superintendent or the Superintendent's designee shall be notified of the necessity for this emergency services evaluation. The prisoner may be held in the Department's custody for a period up to but not exceeding 24 hours beyond the point at which the judicial release order has been signed in order to permit the emergency services evaluation to be completed.

**G. Pre-Release Assistance**

The Department shall establish a pre-release plan for each sentenced prisoner who suffers from a major mental illness and who is incarcerated for more than 180 days. Prisoners incarcerated less than 180 days shall receive this assistance only if they request it. However, in all cases, the Department shall coordinate with the community mental health centers and other appropriate agencies to assure a continuum of care for mentally ill prisoners released from custody.

**H. Mental Health Data**

Each institution shall collect and record appropriate mental health data in the mental health section of the prisoner's health care record and in the program section of the prisoner case record. See Policy 807.06 Health Care Record and Policy 602.01 Prisoner Case Record Management. Staff shall document all contacts with prisoners in the medical file on the date of the contact. Staff must note any variation from immediate documentation, e.g., a specific statement of when they saw the prisoner in relation to when they wrote the note.

1. At a minimum, all progress notes should include:
  - a. Reason for and source of referral to mental health services;
  - b. Brief history of prior psychiatric, legal, and medical problems;
  - c. Statement of mental status, including diagnostic impression and treatment plan;
  - d. Statement of response to treatment plan;
  - e. Statement of response to medications, including therapeutic effects and side effects; and
  - f. Statement of any planned changes in treatment.

**I. Monitoring Mental Health-Related Programs**

The Health Care Administrator and the Mental Health Clinician Supervisor shall monitor the institutional and contractual mental health services.

**1. Contract Provider Supervision**

The Department Mental Health Clinician Supervisor shall monitor the contract providers of mental health services for compliance with the terms and conditions of their contracts, including a general fiscal review, hours of service, and overall contractor performance.

**2. Institutional Mental Health Provider Supervision**

The Department Mental Health Clinician Supervisor shall monitor the quantity and quality of the mental health programs provided through the institutional Mental Health Clinician, including a review of individual and group therapy goals and objectives and the prisoners' records and progress. The Supervisor shall ensure that institutional mental health clinicians conform to all applicable professional and legal standards of performance.

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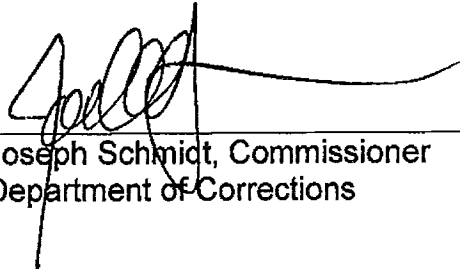


IIIX Implementation

This policy and procedure is effective when signed by the Commissioner. Each Manager shall incorporate the contents of this document into local policy and procedure. All local policies and procedures must conform to the contents of this document; any deviation from the contents of this document must be approved in writing by the Division Director.

Date

12/30/09

  
Joseph Schmidt, Commissioner  
Department of Corrections

Forms Applicable:

807.13A

807.13B

**Attachment 9**

**BILLING INVOICE FORM (SAMPLE)**

Behavioral Health Clinician Services – MSPT

**Contractor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

FIN/SSN \_\_\_\_\_ **BILLED TO:** Department of Corrections  
Vendor Code: \_\_\_\_\_ Chief Mental Health Officer  
Contract Number: 550 W. 7<sup>th</sup> Ave., Suite 1800  
Authority number: 170007308 Anchorage, AK 99501-3569

Date of Invoice \_\_\_\_\_ Period of Service \_\_\_\_\_

*Note: Attach itemized report detailing services provided, including a breakdown of billed hours (in quarter hour increments) by patient and date.*

MSPT – Behavioral Health Clinician Services				
Date	Service Provided	Hours	Rate	Cost
TOTAL DUE CONTRACTOR				\$

I certify that the above billing is a true and accurate accounting of the hours/services provided under professional services contract # \_\_\_\_\_ between the Department of Corrections and the above named contractor.

\_\_\_\_\_  
(Signature of authorized Contractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Corrections, Mental Health Director

\_\_\_\_\_  
Date

**Attachment 10**

## PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_  
Evaluator Name: \_\_\_\_\_  
Date of Review: \_\_\_\_\_  
RFP Number: \_\_\_\_\_

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

**Proposals will be evaluated against the questions set out below.**

### 5.01 Technical Proposal—50 Percent

**Maximum Point Value for this Section - 100 Points**

**100 Points x 50 Percent = 50 Points**

#### **Understanding of the Project and Service Provisions**

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project? (5)

EVALUATOR NOTES: \_\_\_\_\_  
\_\_\_\_\_

- 2) How well has the offeror identified pertinent issues and potential problems related to the project? (5)

EVALUATOR NOTES: \_\_\_\_\_  
\_\_\_\_\_

- 3) To what degree has the offeror demonstrated an understanding of the services the state expects it to provide? (5)

EVALUATOR NOTES: \_\_\_\_\_  
\_\_\_\_\_

- 4) Has the offeror demonstrated an understanding of the state's time and schedule and can they meet it? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

- 5) Is the organization of the project team clear? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

**Experience and Qualifications**

- 6) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

- 7) How extensive is the applicable education and experience of the personnel designated to work on the project? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

- 8) Do the personnel assigned to the project have experience working within a correctional center or psychiatric facility? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

- 9) How extensive is the experience of the personnel working with the severely mentally ill? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

**Budget Narrative**

- 10) Is the budget narrative complete and are the costs reasonable for this type of service? (5)

EVALUATOR NOTES: \_\_\_\_\_

\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.01:**

\_\_\_\_\_

## **5.02 Contract Cost — 40 Percent**

**Maximum Point Value for this Section — 40 Points**

**100 Points x 40 PERCENT = 40 Points**

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SECTION 6.11**.

### **Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SECTION 6.15**.

**POINT TOTAL FOR 5.05:** \_\_\_\_\_

## **5.03 Alaska Offeror Preference — 10 Percent**

**Point Value for this Section — 100 Points**

**1000 Points x 10 Percent = 100 Points**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**POINTS FOR 5.06:** \_\_\_\_\_  
(ZERO or 100)

**Total Points Awarded -** \_\_\_\_\_

**Attachment 11**

**State Holiday Schedule**

Eleven (11) State Holidays

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward's Day – Last Monday of March

Memorial Day

Independence Day

Labor Day

Alaska Day – October 18

Veterans' Day

Thanksgiving Day

Christmas Day