

STATE OF ALASKA REQUEST FOR PROPOSALS



RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES

KENAI, ALASKA

RFP 2024-2000-0019

ISSUED DATE: APRIL 25, 2023

ISSUED BY:

DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATIVE SERVICES

PRIMARY CONTACT:

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting proposals for Residential Substance Abuse Treatment Services at Wildwood Correctional Complex in Kenai, AK. See **SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION** for more specific details.

SEC. 1.02 BUDGET

The State has established a firm budget for this contract. Funds are limited and negotiations may be necessary depending upon the cost proposal submitted.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than 2PM prevailing Alaska Standard Time on MAY 17, 2023, as indicated by postmark or email timestamp and late proposals will not be considered.

SEC. 1.04 PRIOR EXPERIENCE & QUALIFICATIONS

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- The offeror must be qualified to provide substance use disorder treatment services within the State of Alaska prior to contract award. To be qualified to provide substance use disorder treatment in Alaska the offeror must possess a Department Approval Certificate from the Department of Health - Division of Behavioral Health (DOH) as outlined in 7 AAC 70.030.

An offeror shall produce the DOH certificate within 3 business days of the department's request. Offeror's unable to submit an approved DOH certificate within the time required will cause their proposal to be considered non-responsive and their proposal will be rejected.

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

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE 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 – Email: gary.bailey@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit one hard copy of their proposal 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 regardless of delivery method:

Department of Corrections
Attention: Gary Bailey
RFP Number: 2024-2000-XXXX
Residential Substance Abuse Treatment Services
550 W 7th Ave, Suite 1800
Anchorage, AK 99501

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to gary.bailey@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror’s responsibility to contact the issuing agency at (907) 269-7344 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

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

SEC. 1.09 AMENDMENTS TO PROPOSALS

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

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the OPN.

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

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Standard Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		4/25/2023
Deadline for Receipt of Proposals	2PM	5/16/2023
Proposal Evaluations Complete		5/24/2023
Notice of Intent to Award		5/29/2023
Contract Issued		6/16/2023
Contract Start Date		7/1/2023

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. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference **is not** scheduled at this time.

SEC. 1.13 ALTERNATE PROPOSALS

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

SEC. 1.14 NEWS RELEASES

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

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

In keeping with its mission, the State of Alaska Department of Corrections provides evidence-based rehabilitative programs that enhances the security of our institutions, safeguards the public, and reduces recidivism by providing prisoners with needed tools to assist them in becoming law-abiding citizens. As part of the department's mission to provide reformatory opportunities to all offenders, several substance abuse treatment services and programs are currently made available to offenders and individuals under supervision. The goal of substance use disorder programs is to reduce recidivism by providing offenders the skills needed to manage their addictions and preparing them for a crime free pro social lifestyle.

The following is background information for each location covered under this RFP.

1. Wildwood Correctional Complex (WCC) located 10 Chugach Ave, Kenai, AK 99611, consists of a long term sentenced facility, a pretrial facility, and a transitional program facility. WCC processes an estimated 143 classifications per month. The programs to be offered at WCC are:
 - a. Residential Substance Abuse Treatment (RSAT) Program
 - b. Medication Assisted Treatment (MAT) Program
 - c. Psychoeducational Substance Abuse Treatment (Psych-Ed) Program
 - d. Peer Support Associate (PSA) Program
2. Program Information:
 - a. The RSAT program is an ASAM Criteria Level 3.5 program. When successfully completed this program qualifies as an approved legal system substance abuse treatment program.
 - b. The Medication Assisted Treatment for Reentry Program (MATR program) is new program type for the department. The department started MATR as a pilot around March 1, 2017, at the Anchorage Correctional Complex, Hiland Mountain Correctional Center and the Fairbanks Correctional Center. The MATR program provides Vivitrol to offenders who are interested, have an opioid use disorder, meet certain medical criteria, and who are either sentenced or unsentenced. As part of the MATR program, offenders are provided with assessments and Screening, Brief Intervention and Referral to Treatment (SBIRT) services.
 - c. The Psych-Ed program is a ASAM Criteria level 0.5 service, which explores and addresses any problems or risk factors that appear to be related to use of alcohol, tobacco, and/or other drugs and addictive behaviors and that help the individual to recognize the harmful consequences of high-risk use or behavior.
 - d. The Peer Support Associate (PSA) program is peer-based mentoring and guidance regarding peer facilitation and will be an important component in this RFP and is structured to follow the basic tenants of the SAMHSA model. The department will ask the contractor to incorporate these tenants into the use of peer mentors as defined in this RFP.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Department of Corrections, Division of Health and Rehabilitation Services, is soliciting a request for proposal for evidence-based substance use disorder treatment services, residential substance abuse treatment services, the Medication Assisted Treatment Reentry (MATR) Program, and the Psycho-Educational Substance Abuse Services, Screening, and Assessment Program (Psych-Ed) to be provided at Wildwood Correctional Complex (WCC). Offeror's must propose services that meet the department's substance use disorder treatment program minimum requirements. The successful offeror(s) must provide services to as many individuals as possible, within the parameters of the scope of work.

The contractor has a 90-calendar day transition period at the start of the contract before the performance measures will be applied as outlined in **SEC. 3.07 QUALITY ASSURANCE**. Substance abuse programs shall be operational up to the point of screening clients within 10 business days of the contract start date. The offeror's Management Plan shall detail the work the successful contractor will accomplish from contract award to program implementation, see **SECTION 4. PROPOSAL CONTENT AND FORMAT** for further information.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately July 1, 2023, through June 30, 2024, with optional renewal periods to be exercised at the sole discretion of the State up to June 30, 2026. Approval or continuation of a contract(s) resulting from this RFP is contingent upon the legislative appropriation of funds.

- Initial Period: 7/1/2023 – 6/30/2024
- Renewal: 7/1/2024 – 6/30/2025
- Renewal: 7/1/2025 – 6/30/2026

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension 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) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 STAFFING MINIMUM REQUIREMENTS, HIRING, & CLINICAL SUPERVISION

The following are descriptions of program position and certification minimum requirements the successful offeror shall maintain. Contract staff providing substance use treatment services under this contract shall be certified by the Alaska Commission for Behavioral Health Certification, see **SEC 3.12 FORM APPENDIX** for further information. The timeframe to obtain certification shall not exceed one (1) year from date the project manager approves the counselor or coordinator to provide services under this contract.

Minimum Requirements for Certification for Staffing:**1. Coordinator:**

Coordinator's will maintain caseloads, facilitate groups, conduct staff meetings, and will serve as the supervisor for the on-site contract staff. They are responsible for contract staff management and training as well as ensuring compliance with contractual obligations. The coordinator will be responsible for submitting reports and serving as the primary liaison with institutional staff.

Coordinators should have administrative and supervisory experience, skills, and abilities. Coordinators who are working under the contract must be experts in the knowledge of Substance Related and Addictive Disorders (SRAAD) and its treatment.

Coordinators must have experience consistent with the requirements of Chemical Dependency Counselor II (CDCII), though a Chemical Dependency Clinical Supervisor (CDCS) certificate is preferred.

If a Coordinator is not certified at Level II, they must submit within 30 days of hire a training plan to the project manager for obtaining Level II certification. The timeframe to obtain certification shall not exceed one (1) year from date of hire.

2. Direct Care Counselor

Direct Care Counselors will maintain caseloads and facilitate groups and meetings. Counselors who are working under the contract must be knowledgeable of Substance Related and Addictive Disorders (SRAAD) and its treatment.

Counselors must have experience consistent with the requirements for Chemical Dependency Counselor I (CDCI), through a Chemical Dependency Counselor II (CDCII) certificate is preferred.

Regardless of the level of experience and/or education. It is required that any individual working under this contract has a Counselor Technician certification or its equivalent.

If a Counselor is not certified at Level I, they must submit within 30 days of hire a training plan to the project manager, for obtaining Level I certification the timeframe to obtain certification shall not exceed one (1) year from date of hire.

3. Co-Occurring Counselor

The Co-Occurring Counselor will maintain caseloads and facilitate groups and meetings. They will serve as rational authority within the milieu. It is preferred that they have knowledge of the criminal personality along with extensive knowledge of DSM diagnoses.

Co-Occurring Counselors must be master's level clinicians and have experience consistent with the requirements for Chemical Dependency Counselor I (CDCI), though a Chemical Dependency Counselor II (CDCII) certificate is preferred. Regardless of the level of experience/education, it is required that any individual working under this contract has a Counselor Technician (CT) certification or its equivalent.

If a Co-Occurring Counselor is not certified at Level I, they must submit in writing to the program manager a plan and schedule, agreed upon by the proposed Co-Occurring Counselor, for obtaining Level I certification. The timeframe to obtain certification shall not exceed one (1) year.

Approval Process for Hiring:

The successful contractor will submit qualified applicants to the project manager for final review and hire approval using the ADOC Hiring Request form. When an applicant is not certified at the appropriate chemical dependency certification level, the successful contractor must complete the minimum requirement equivalency crosswalk section of the request form. This section outlines how the applicant meets the requirements to work under the contract per **SEC. 3.01 SCOPE OF WORK**. To demonstrate that an applicant meets the minimum standards the ACBHC Chemical Dependency Certification Matrix (degree and non-degree tracks) will be used as a guiding document.

Personnel Management:

It is the successful contractor's responsibility to ensure their staff complies with contract requirements. The department reserves the right to disqualify, prevent, rescind approval, or remove any staff performing work under the contract. The department is under no obligation to inform the contractor of the criteria for disqualification or removal. See **SEC. 3.24 POLICIES AND PROCEDURES** for further information.

Any changes in personnel must be approved by the project manager. It is the successful contractor's responsibility to prescreen their applicants to ensure potential new staff meets the contract requirements. An updated ADOC Hire Request Form and ADOC and ADOC Security Clearance Request form may be required for changes. The contractor may propose adjusting staffing levels. The contractor must receive prior approval from the project manager prior to any staffing level adjustments. The program's location position hourly rate shall remain constant through the term of the contract.

Consistent staffing is an important aspect of a successful substance abuse program. The successful contractor shall ensure a primary coordinator and counselor on a daily basis except for absences approved by the contractor. Each full time equivalent (FTE) position shall not turn over more than twice in a 365-day time period. See **SEC. 3.08 REQUIRED CONDUCT, Staffing Coverage** for further information.

New Hire Orientation Training:

The successful contractor shall provide each new hire staff person with orientation. Orientation shall be five consecutive business days and delivered by the contractor's program coordinator and/or clinical director. The orientation must be completed prior to contractor staff providing contractual services. The orientation is billable per contract **SEC. 3.08 REQUIRED CONDUCT, Work Schedule**. The orientation will primarily be on the job training with direct supervision from the supervisor to ensure the new contract provider staff is competent in the following areas:

1. Cognitive behavioral therapy.
2. Motivational Enhancement Therapy (MET).
3. Crisis intervention.
4. De-escalation skills.
5. Individual and group therapy.
6. Familiar with and understand the American Society of Addiction Medicine (ASAM) criteria.
7. Familiar with and able to apply the criteria as described in the Diagnostic and statistical Manual of Mental Disorders (DSM) 5th edition or most recent edition.
8. Screening and assessment.
9. Addictions.
10. Working with a justice involved population.
11. Department approved curriculum per **SEC. 3.05 GENERAL PROGRAM REQUIREMENTS, Program Curriculum.**
12. Comply with and understand contract **SEC. 3.09 DOCUMENTATION AND REPORTING REQUIREMENTS.**
13. The Department's policies and procedures as detailed in the contract.
14. Security awareness as described in **SEC 3.08 REQUIRED CONDUCT, Collaboration with Correctional Staff.**
15. The Prison Rape Elimination Act (PREA), the contractor may be required to attend biannual training.
16. Suicide Awareness and Prevention training, the contractor is expected to attend department sponsored annual training.
17. Comply and understand contract **SEC. 3.05 GENERAL PROGRAM REQUIREMENTS, Release Planning.**
18. Case management
19. Working with a multidisciplinary team.
20. Understanding and ability to follow Trauma Informed Approach.
21. Screening, Brief Intervention, and Referral to Treatment (SBIRT).
22. Medication Assisted Treatment (MAT).

Continuing Education Unit Requirements (CEUs):

Continuing education hours are billable at the hourly rate to the State up to eight (8) hours per fiscal year per FTE. The successful contractor must ensure at no cost to the department that all persons working under the terms of the contract meet and maintain any additional requirements for certification. Continuing education absences longer than three (3) working days must be preapproved by the project manager and a plan must be established to cover their responsibilities during their absence. Mandatory training identified in this section are typically less than three (3) working days unless combined into the same week. In the event they are combined in the same work week an exception to the coverage of responsibilities may be approved at the project managers discretion.

The successful contractor may bill for training hours that are mandated by the department. This does not include hours needed for certification. The contractor shall bill using the contractually established hourly rates and must cover all additional costs associated with the training attendance and participation (travel, lodging, food, per diem, etc.).

The following are known and mandatory trainings that are billable to the department:

- Annual School of Addiction or other department approved training conference (once per year); and
- ADOC SUD Treatment Conference (at least once per year, possibly twice).

Clinical Supervision:

Clinical supervision enhances professional functioning, monitors the quality of clinical services offered to clients, and ensures that supervisees are competent to deliver clinical services. Each direct service staff member working under the contract must receive the below minimum number of hours of clinical supervision per month. Be aware that these standards may change based on state regulations and/or requirements:

- CT: eight (8) hours per month
- CDCI: six (6) hours per month
- CDCII: four (4) hours per month
- CDCS: one (1) hour per month
- Not Certified: clinical supervision plan to be developed by contractor and approved by project manager.

The department prefers that clinical supervision is conducted by an individual who is certified as a CDCS or its equivalent and has at least three (3) years working in a supervisory role under a State or Nationally certified program. If a CDCS or equivalent is unavailable, clinical supervision is conducted by a certified chemical dependency counselor who has certification at least one level higher than the supervisee.

A record of clinical supervision hours must be kept for each staff member and submitted monthly to the department and on the ADOC Supervision Log. These logs will also be reviewed as part of the program audit. The contractor must maintain onsite, a more in-depth notation of the clinical supervision sessions that includes offender identifiers, discussion topic (s), follow-up required, and supervision start/stop times. Potential changes based on accrediting board. Be aware that these standards may change based on the Alaska Commission for Behavioral Health Certification requirements.

SEC. 3.04 PROGRAM OVERVIEW

The contractor will be responsible for providing the following programs at Wildwood Correctional Complex. The goal of these programs is to provide offenders with a level of evidence-based substance abuse treatment services that meet their individual assessed needs and are accommodated by their level of incarceration or community supervision.

The numbers listed below do not include screening and assessment responsibilities which vary from program to program.

Wildwood Correctional Complex:

Program	# FTE	Program Capacity	Est Length of Program	Est. # served/year
Coordinator	1	N/A	N/A	N/A
RSAT	2	24	6 months	48
MATR	.5	N/A	N/A	To be determined
PsychEd	.5	15 – 30	6 weeks	260

SEC. 3.05 GENERAL PROGRAM REQUIREMENTS

Each of the individual programs described below shall include the following:

Cultural Relevance:

The program and services offered must be culturally relevant to Alaska Natives and other minority Culture Groups such as but not limited to Hispanics, African Americans, and Filipinos.

Program Milieu:

Program Milieu is a treatment program designed to help offenders improve their overall addictive and criminal thinking. It has a structured schedule with treatment groups and activities led by counselors. Offenders will learn problem solving skills and cognitive behavioral skills. The program milieu contains elements of a Therapeutic Community such as Right Living, Recovery, and Role Modeling. However, the emphasis is on staff providing treatment interventions to motivate behavioral change instead of using peer hierarchy. Total separation from the general inmate population is not possible or expected but efforts will be made to house programming offenders together.

These programs are guided by the following concepts:

- Right Living: is abstaining from using alcohol and drugs, following all rules, steadily participating in treatment, meeting treatment and institutional obligations, maintaining cleanliness and proper hygiene, practicing honesty, caring for other's well-being, and showing manners, respect, and dignity toward everyone. It is about being consistent, responsible, and accountable.
- Recovery: Recovery changes negative patterns of behavior, thinking, and feeling to develop a responsible substance free life. Recovery is a process.
- Role model: Each person is expected to show the behavior, attitude, and expectations of the treatment program. Role models consistently maintain positive attitudes and values They are aware of their own behaviors, are committed to positive change and demonstrate right living. They reach out to help others and take on additional responsibility without being asked.

The following aspects and items must be addressed when establishing and running the program:

- Treatment tools will be established to help people change thinking and behavior. Some tools will be based more on changing the offender's own thinking, like Thinking Reports and other tools are

based on helping others change, like feedback. For tools to work effectively they need to be delivered in a positive, helpful way and they need to be practiced often.

- An emphasis shall be placed on maintaining a strength-based approach. More time should be spend reinforcing positive behaviors as opposed to a heavy focus on punishment and criticism.
- There will be no hierarchy within the program milieu.

Program Curriculum:

The contractor shall only use the program curriculum approved by the project manager. The required program curricula are listed in **SEC 3.06 INDIVIDUAL PROGRAMS - TASKS AND DELIVERABLES**. The department reserves the right to change the program curriculum during the course of the contract. At no time shall the contractor introduce curriculum that has not been preapproved by the project manager. The contractor shall purchase, at their own expense, the program curriculum supplies and shall always maintain sufficient quantities. Curriculum may be found at the publisher's website.

Group Size:

Clinical groups shall not exceed a capacity of 12 active offenders. It is possible for didactic/educational groups and community activities to exceed this capacity.

Additional Activities:

Whenever possible, and where it does not interfere with program goals and objectives, offenders will be able to participate in other classes and work assignments within the institution. In doing so they will have the opportunity to apply newly acquired treatment knowledge and recovery skills in the larger community. They will also have access to other necessary support services such as religious programs, education, mental health, and medical services.

Discharge Function:

The contractor shall use the program specific "ADOC SUD Discharge Summary" form for each offender who is discharged from a program (regardless of discharge status). The summary, along with all other electronic documents, shall be entered into the department's EHR immediately after the offender's discharge from the program. The discharge function does not include stand-alone screenings or assessments. The following are the eight (8) discharge categories that shall be used:

1. Program Complete: the participant met each of the minimum obligations of the program.
 - a. Include Discharge Summary to the CJP or designee.
2. Transfer: the participant was transferred to another substance abuse treatment program prior to program completion (this will also include participants who are transferred, with a referral, to another institution).
3. Segregated: the participant is no longer in the program due to violation of institutional rules and as a result was placed in segregation for longer than 30 days.
4. Released: the participant was released from the institution prior to program completion.
5. Withdrew: the participant is no longer in the program due to voluntary drop out.
6. Administrative: the participant was removed from the program, by program staff, due to the participant's failure to meet program requirements.

7. Arrested: a community-based participant was returned to incarceration.
8. Deceased: the participant passed away during program.

Release Planning:

The contractor must address the use of specific post-discharge resources such as community-based Substance Abuse Continuing Care Services, elders, supportive family members, Office of Children's Services, Tribal Courts, Social Services, sponsors/mentors, Talking Circles, and AA/NA. Many of the offenders who graduate from the program will transition into rural and remote villages where there is a scarcity of support services available. The contractor must make appropriate attempts to transition offenders into the support services that are available. The contractor shall work actively with community providers to facilitate offenders in accessing these services.

The contractor shall assist offenders, in conjunction with the offender's Probation Officer and other associated department programs, in planning for Continuing Care services in their home communities. Release planning may begin sooner or later depending on the needs of the offender. The contract staff must be familiar with state approved and state funded treatment programs that use a sliding fee scale for services. They must develop referrals for safe housing, medical assistance, education, vocational training, employment, and other needs. All attempts must be made to transition offenders into appropriate, sobriety supporting services available in their community.

SEC. 3.06 INDIVIDUAL PROGRAMS – TASKS AND DELIVERABLES**PROGRAM #1 – THE MALE INSTITUTIONAL RSAT PROGRAM:**

The Male Institutional RSAT Program (program) is an ASAM Level 3.5 program. When successfully completed this program qualifies as an approved legal system substance use treatment program.

1. Program Length: Offenders in the program are generally required to participate for a minimum of six (6) months. The first two weeks will be spent in orientation followed by primary care.
2. Target Population: Offenders who have SRAAD along with related criminal histories and are assessed appropriate for this program. The priority population will be offenders who have been screened as needing this level of substance abuse treatment, are sentenced felons, and who have a classification level of Medium or higher. Offenders will be prioritized based on legal requirements and release date. Other offenders will be eligible for the program if members of the priority population are not available.
3. Additional obligations and reporting requirements: In addition to tasks listed in this section the contractor shall incorporate the items in **SEC. 3.09 DOCUMENTATION AND REPORTING REQUIREMENTS** as applicable.

PROGRAM #1 – Task #1 – Screening, Brief Intervention, and Referral to Treatment (SBIRT):

Contract staff will be required to provide screenings using the ASAM Co-Triage for all offenders entering the institution.

1. The institutional contact will provide the contractor a list of offenders entering the institution. The frequency of the list is at the institution's discretion but is typically provided 3-4 times per week but can be daily. The contractor is expected to screen all offenders on each list.

2. These screenings will be performed within a group setting or on an individual basis depending on the setting. The contractor must be present to answer questions and collect the Co-Triage once the offender has completed the form. Once completed the contractor shall enter the results of the Co-Triage into the department's EHR.
3. Once all forms are completed the contractor shall retain a copy for the offenders file and distribute a hardcopy per the institution contact.
4. Brief Intervention: Based on the results of the screening, if necessary, the contractor will use motivational interviewing strategies, typically four (4) individual sessions, to focus on raising an offender's awareness of their substance use, the potential harmful effects of that use and encouraging positive change. Brief Intervention services may include but is not limited to:
 - a. Feedback
 - b. Goal setting
 - c. Coping strategies; and
 - d. Identification of risk factors
5. Referral for Services – If the screening reveals that the recipient meets any of the circumstances identified below, the contractor will refer the recipient to the institutional contact for referral for an assessment while incarcerated or will provide the offender directly with a referral for treatment if the offender:
 - a. is releasing to the community;
 - b. is at severe risk of substance use problems;
 - c. is Substance dependent; or
 - d. has already received brief interventions or treatment and was non-responsive.
6. Referral to Medical – If the offender reports verbally or on the screening tool that they have had health problems related to stopping alcohol or other drugs when may include sick, shaky, had convulsions, or delirium tremens (DT's), or other symptoms the contractor shall report this information immediately to the nearest institutional contact such as medical staff, a correctional officer, or a probation officer. The contractor will follow up this report with a written referral to medical within 24 hours.

PROGRAM #1 – Task #2 – Assessment:

Each FTE assigned to this program shall complete a minimum of one (1) assessment per week. The number of assessments may vary based on institutional need. The contractor will conduct assessments on all referrals within the timeframe outlined in section 3.08 Documentation and Reporting Requirements. In the event there is more than one referral for assessment per week the contractor shall make all attempts to complete the additional assessments. If it's not possible then an assessment waitlist will be maintained, and the contractor shall submit a plan to minimize assessment wait times. Assessments are ASAM-based, and the contractor shall use the Continuum electronic software to complete all assessments. The purpose of an assessment is to determine the level of substance abuse treatment needs based on ASAM criteria. The contractor will be provided an Assessment Referral Form from the institution for each offender needing an assessment.

1. The contractor shall complete the assessment form and furnish a copy to the institution contact and a copy shall go into the offender's EHR

2. The majority of assessments completed will be for those offenders who are going to enter the program, but there will be some stand-alone assessments required.

PROGRAM #1 – Task #3 – Orientation:

The purpose of orientation is to provide offenders with a brief introduction to substance use disorder treatment and the expectations for entering and completing the program.

1. The contractor shall provide each orientation to offender.
 - a. Three (3) groups per week. Each group is two (2) hours in duration
 - b. A minimum of one (1) individual counseling session during the course of their orientation. Orientation will last one (1) week on average.
2. The Institution contact will refer offenders to the contractor for the orientation phase of the program.
3. Orientation will be guided by the A New Direction curriculum, Introduction to Treatment. It is possible for the parts listed as a one-on-one format to be conducted in a group setting depending on the needs of the offender and the program.
4. The contractor shall anticipate vacancies in primary care phase by starting offenders in orientation prior to a primary care slot becoming vacant. This will ensure the program operates at capacity and meets the performance measures. Once the offender has successfully completed orientation the contractor shall move the offender into the Primary Care phase of the program.

PROGRAM #1 – Task #4 – Primary Care:

Each FTE assigned to the program shall serve up to twelve (12) primary care offenders at a time but exceptions to increase this may be made to fit offender needs at the project manager's discretion. The purpose of primary care is to help offenders stop compulsive drug seeking and end use. The primary care phase begins when the offender successfully completes orientation.

1. The contractor shall provide each offender:
 - a. Ten (10) clinical groups per week. Each group is one and a half (1.5) hours in duration.
 - b. Five (5) supplemental groups per week. Each group is one (1) hour in duration.
 - c. A minimum of five (5) hours per week of milieu specific groups are conducted. See **SEC 3.05 GENERAL PROGRAM REQUIREMENTS, Program Milieu**.
 - d. Eight (8) individual counseling sessions over the course of primary care.
2. The program curriculum will be premised upon A New Direction and Living in Balance workbooks. This is an evidence-based cognitive behavioral program that has been shown to be effective for offenders with SRAAD. Most groups will focus on a workbook and a specific exercise, or exercises, within that workbook.
3. The program will establish and follow a set schedule preapproved by the project manager that will include at least twenty (20) hours of the following groups per week. Offenders share their assignments and discuss, explore, and examine their own completed work as well as those of other offenders.
4. Clinical Groups: The contractor shall follow the facilitator guidelines set forth in the below curriculum for the clinical groups:
 - a. A New Direction curriculum
 - i. Criminal and Addictive Thinking

- ii. Alcohol and Other Drug Education
 - iii. Socialization
 - iv. Relapse Prevention
 - v. Preparing for Release
 - vi.
 - b. Living in Balance curriculum (Sessions 1-33)
 - c. Helping Men Recover
 - i. Module A: Self
 - ii. Module B: Relationships
 - iii. Module C: Sexuality
 - iv. Module D: Spirituality
5. Supplemental Groups – The contractor shall provide the following supplemental groups to the offenders:
- a. Awareness: This group is flexible in order to meet the needs of the offenders. It is potentially less structured than other groups and focuses on the themes from the most recent exercises and/or thinking reports. This group can be used to address recent issues that have been brought up or observed by members. While not an encounter group, this session can be used to address anti-social, criminal, and/or addictive behaviors exhibited by offenders. It can also be used to explore and examine socially responsible behaviors that have been recently exhibited within the community or by an individual.
6. Group Elements – Each of the following elements shall be incorporated into a group on a daily basis. More than once a day is not expected.
- a. Daily announcements: As they relate to the functioning of the community;
 - b. Daily Inspiration: Using the following books: Each Day a New Beginning and Free at Last;
 - c. Assignments: This is a short section of the group wherein the Coordinator/Counselor outlines the expectations for the next group;
 - d. Community issues: This section is used to read out loud, and discuss, written behavioral concerns – positive or negative.
7. Group Size – It is possible for some of these groups to break into smaller or larger groups depending on the material and exercises being covered; however, the clinical oversight and time obligations remain the contractor’s responsibility.
8. Individual Counseling Sessions – Individual counseling sessions shall focus on the offender’s workbook assignments. It is also an opportunity to address the offender’s level of progress and engagement in the program.
9. Peer Support Associate (PSA): It is recommended that one (1) mentor per ten (10) active clients be used. The mentor is an individual who has completed the program and has remained in good standing with the program and the institution. A mentor is a role model who consistently applies treatment skills into their daily life and follows right living. A mentor actively helps current participants but is not responsible for running treatment groups and doesn’t have authority over other offenders.

PROGRAM #1 – Deliverable #1:

The contractor is responsible for maintaining the following program enrollment at all times:

Institution	# of FTE	# of Primary Care Offenders	# of Assessments per week
Coordinator	1	N/A	N/A
Counselor	2	24	5

PROGRAM #2 – MEDICATION ASSISTED TREATMENT REENTRY (MATR) PROGRAM:

The Medication Assisted Treatment Reentry Program encompasses pharmacological and nonpharmacological treatment modalities. The pharmacological agent provided by the department is naltrexone an antagonist medication. The nonpharmacological treatment modality provided is SBIRT with an emphasis on motivational interviewing.

1. Program Length: Offenders are referred to the program approximately 14 days prior to their release date. Once released the offender can expect treatment with a community provider of a variable duration depending upon the severity of their illness and their response to treatment.
2. Target Population: Offenders who have been assessed as having a moderate to severe opioid use disorder. The priority population will be offenders who volunteer to participate, who have a classification level of Medium or higher, and who are agreeable to following recommendations outlined their assessment and by their medical provider. Offenders will be prioritized based on legal requirements and release date. Other offenders may be considered for the program if members of the priority population are not available.
3. Additional obligations and reporting requirements: In addition to tasks listed in this section the contractor shall incorporate the items in section 3.08 Documentation and Reporting Requirements as applicable.

This program requires expertise in the area of organization and tracking especially related to unsentenced offenders. Offender's release status changes frequently due to eligibility for furlough, electronic monitoring, parole, sentencing, etc. The changes in release status results in different anticipated release dates which in turn accelerates or decelerates the timeline associated with participating in the behind the walls MATR program. Since this is a new program type the contractor should expect changes to this program over time.

PROGRAM #2 – Task #1 – Screening, Brief Intervention, and Referral to Treatment (SBIRT):

Contract staff will be required to provide screenings using the SSI-RM and SSI-RM Scoring Sheet for all offenders referred to the program and as time allows for those entering the institution but who were not necessarily referred to the MATR program.

1. Referrals for the MATR program will be routed to the contractor for screening. The institutional contact will also provide the contractor a list of offenders entering the institution. The frequency of the list for those entering is at the institution's discretion but is typically provided 3-4 times per week but can be daily. The contractor is expected to screen as many offenders referred to the MATR program as possible. The contractor is also expected to screen as many offenders as possible who enter the institution but were not necessarily referred to the MATR program.

2. These screenings will be performed within a group setting or on an individual basis depending on the setting. The contractor must be present to answer questions and collect the Co-Triage paper version once the offender has completed the form. Once completed, the contractor shall enter the results in AKAIMS, under the offender's account.
3. Once all forms are completed the contractor shall retain a copy for the offenders file and distribute a hardcopy per the institution contact.
4. Referral for Services: The contractor will refer the recipient to the institutional contact for referral for an assessment while incarcerated or will provide the offender directly with the assessment if the offender is interested in MATR. If the offender is releasing to the community before and assessment can be completed and if the screening revealed that the recipient meets any of the circumstances identified below than a referral to a community program will be conducted:
 - a. is at severe risk of substance use problems; or
 - b. is substance dependent; or
 - c. has already received brief interventions or treatment and was non-responsive; or
 - d. is interested in a pharmacotherapy for the treatment of addiction.
5. Brief Intervention: Based on the results of the screening, if necessary, the contractor will use motivational interviewing strategies, typically four (4) individual sessions, to focus on raising and offender's awareness of their substance use, the potential harmful effects of that use, and encouraging positive change. Brief intervention services may include but is not limited to:
 - a. Session 1: Includes the assessment interview that uses motivational interviewing strategies to gauge the offender's motivation and commitment to treatment.
 - b. Session 2: Includes Psychoeducation that is appropriate to the offender's individualized needs.
 - c. Session 3: Includes interventions that are intended to strengthen the offender's commitment to treatment and establish a reentry plan.
 - d. Session 4: Could include feedback, goal setting, coping strategies, the identification of risk factors, and the finalization of the reentry plan.
6. Referral to Medical: If the offender reports verbally or on the screening tool that they have had health problems related to stopping alcohol or other drugs which may include sick, shaky, had convulsions, or delirium tremens (DTs), or other symptoms the contractor shall report this information immediately to the nearest institutional contact such as medical staff, a correctional officer, or a probation officer. The contractor will follow up this report with a written referral to medical within 24 hours.

PROGRAM #2 – Task #2 – Assessment:

The FTE assigned to this program shall complete a minimum of five (5) assessments per week. The number of assessments may vary based on institutional need. The contractor will conduct assessments on all referrals within the timeframe outlined in section 3.08 Documentation and Reporting Requirements. In the event there is more than 5 referrals for assessment per week the contractor shall make all attempts to complete the additional assessments. If it's not possible then an assessment waitlist will be maintained, and the contractor shall submit a plan to minimize assessment wait times. Assessment priority is for offenders referred to the MATR program. The contractor is responsible for tracking offenders release date, status, and prioritizing them accordingly. Assessments are ASAM-based, and the contractor shall use the

Continuum electronic software to complete all assessments. The purpose of an assessment is to determine the level of substance abuse treatment needs based on ASAM criteria.

1. The contractor will be provided an Assessment Referral Form from the institution for each offender needing an assessment.
2. The contractor is required to conduct a screening using the ASAM Co-Triage electronic software located on the AKAIMS website. The department will provide access to this site for the contractor to complete this task.
3. If an assessment is needed, the contractor shall complete the assessment using the ASAM Continuum electronic software found in AKAIMS.
4. If the offender was referred and assessed for the MATR program, they will also be screened by a mental health clinician to evaluate for any mental health contraindications before being referred to medical in accordance with the departments Mental Health Protocol.
5. The majority of assessments completed will be for those offenders who are going to enter the MATR program, but there will be some stand-alone assessments required.

PROGRAM #2 – Task #3 – Medical Referral and Reentry Planning:

1. Referral to Medical for MATR: The contractor shall complete a Referral to Medical for MATR if the assessment determines the offender has a diagnosis of moderate to severe opioid use disorder (OUD), a signed MATR-Vivitrol Consent form, has at least 7 days before release, and if they have been cleared by a department mental health clinician.
2. Tracking Medical Review & Tolerance Trial: The department will be responsible for the medical review and oral Naltrexone tolerance trial however the contractor is responsible for coordinating and tracking the offender through this process to ensure the offender receives their injection as close to their release as possible.
3. Reentry Planning: The contractor will meet with the offender to establish a MATR Reentry Plan. The plan will include referrals for housing, transportation, substance use treatment, and to a medical provider to continue their pharmacotherapy.
4. Post Release Follow Up: If the offender participated in the MATR program and received a behind the walls pharmacotherapy then the contractor will follow up with the community provider and/or the offender to see how the offender is progressing per the MATR Reentry Plan. The contractor is expected to follow up at 30-, 60-, and 90-days post release. The contractor must document the outcome of these follow-up contacts using the MATR 30/60/90 Post Release Follow Up form.

PROGRAM #2 – Deliverable #1:

The number of offenders served may vary however the contractor is responsible for meeting the needs of the institution.

PROGRAM #3 – PSYCHO-EDUCATIONAL SUBSTANCE USE DISORDER SERVICES, SCREENING AND ASSESSMENT PROGRAM (PSYCH-ED):

Psych-Ed is an ASAM Level 0.5 early intervention program. Offenders participating in Psych-Ed will not be held in a department facility for the purpose of completing the program.

1. Program Length – There are 12 sessions that encompass the Psych-Ed program. However, each session is standalone i.e., the offender may choose to do one (1) session or all 12 sessions. If the

offender completes all 12 sessions within one calendar year from the date, they attended the 1st session, they will achieve a “Psychoeducational Program Completion Certificate”.

2. Target Population – Offenders who have SRAAD along with related criminal histories are appropriate for this program. The priority population will be offenders who have been screened as needing some level of substance abuse treatment, are felons, and who have classification level medium or higher. Offenders will be prioritized based on legal requirements and release date. Other offenders will be eligible for the program if members of the priority population are not available.
3. Additional obligations and reporting requirements – in addition to tasks listed in this section the contractor shall incorporate the items in **SEC 3.09 DOCUMENTATION AND REPORTING** as applicable.

PROGRAM #3 – Task #1 – Primary Care:

The FTE assigned to the MATR program shall provide Psych-Ed groups to thirty (30) offenders at a time. The department’s goal is for the contractor to encourage maximum offender participation in the program by allowing offender’s to voluntarily attend whichever sessions they choose.

1. The contractor is expected to provide:
 - a. Four (4) clinical groups per week. Each group is one and a half (1.5) hours in duration. No more than fifteen (15) individuals per group.
 - b. Individualized transition/release plan sessions during the course of primary care.
2. The program will establish and follow a set schedule preapproved by the project manager that will cover each of the twelve (12) sessions. The course will restart every six (6) weeks.
3. The program curriculum will be premised upon the Living in Balance session (1-12).
4. It is possible for some of these groups to break into small groups (or larger) depending on the material and exercises being covered; however, the clinical oversight and time obligations remain the contractor’s responsibility.
5. Transition/ Release Plan session(s) shall focus on the offender’s transition/release plan. This is an opportunity to facilitate access to an assessment, treatment or support services in the offender’s community or institutional setting.
6. Documentation – The following forms are not required for this program: ADCO SUD Extension Request, ADOC SUD Discharge Summary, ADOC SUD Referral Form, ADOC SUD Assessment form, and ADOC Treatment Plan.

PROGRAM #3 – Deliverable #1:

The number of offenders served may vary however the contractor is responsible for meeting the needs of the institution.

SEC. 3.07 QUALITY ASSURANCE

Quality assurance is crucial to the success of the overall delivery of services. Quality assurance includes chart reviews and performance measures. All programs may be audited for quality assurance. The contractor shall ensure that the stated performance outcomes and standards are met. When reviewing the contractor’s performance, the needs of the institution will be taken into consideration.

1. Chart Review – The contractor shall ensure that all substance abuse clinical charts are reviewed, signed, dated, and credentialed. The minimum certification level for a staff person to review charts shall be a CDCI, although a CDCII or higher is preferred. Charts shall not be reviewed by the Counselor or Coordinator assigned to them. The chart must be reviewed by a secondary individual that meets the CDC qualifications in this section.
The contractor shall be responsible for the overall quality of each clinical file. On a monthly basis, the contractor shall ensure a minimum of five (5) charts or ten percent (10%) of the program's total clinical charts, whichever is greater, are reviewed. The contractor will document the results of this monthly review and maintain it on-site.
2. Quality Assurance – The contractor shall maintain their DOH approved certificate to provide substance use disorder treatment services during the contract term. If the contractor's certificate is revoked the department may find the contractor in default. The contractor shall provide evidence of national accreditation upon request. The contractor shall have a quality assurance program that ensures the use of continuous quality improvement. The contractor is responsible for all costs related to quality improvement and maintaining the DHSS DOH certificate.

Performance Measure #1 – Staffing:

1. Outcome: Each program should be fully staffed through the course of the contract.
 - a. Measure: Review the number of hours that a program is staffed as part of the monthly billing review. This will be determined using the following formula:
 - i. Formula: $\text{hours billed per month} \div \text{hours available per month} = \text{Capacity}$. State holiday weeks will be adjusted as well as partial weeks to ensure accurate monthly totals.
 - b. Standard: Each program shall be fully staffed for at least 90% of the reviewed period.

Performance Measure #2 – Program Capacity:

1. Outcome: Each program remains at capacity for the number of offenders being served.
 - a. Measure: Review the total number of active offenders listed on the monthly census report at the end of each month. This will be determined using the following formula for treatment programs:
 - i. Formula: $\text{active offenders enrolled on the last day of the month} \div \text{capacity expectation} = \text{Capacity}$. Please see **SEC. 3.04 GENERAL PROGRAM REQUIREMENTS** for program capacity numbers.
 - b. Standard: The program shall not be below 85% capacity during the month.

Performance Measure #3 – Successful Discharges:

1. Outcome: Each offender admitted to the program shall be successfully discharged.
 - a. Measure: Compare each offender's discharge reason with the number of offenders admitted to the program (the following discharge types are not included in the formula: Transfer, Segregated, Arrested, Deceased, and Released).
 - i. Formula: $\text{number of discharged offenders on last day of the month} \div \text{total number of participants} = \text{Discharges}$.
 - b. Standard: At least 85% of offenders entering a program will complete the program.

Performance Measure #4 – Assessments:

1. Outcome: All referred offenders will have a completed assessment.
 - a. Measure: Review the total number of assessments completed on the monthly census report.
 - i. Formula: $\text{Number of assessments completed by the last day of the month} \div \text{number of referrals submitted to the contractor} = \text{Assessment completion rate}$. Exclusion – Referrals that are submitted to the contractor near the end of the month (5 days before the end of the month) will be captured in the succeeding month.
 - b. Standard: At no point will the assessment completion rate fall below 85% of referrals.

Performance Measure #5 – Clinical Supervision:

1. Outcome: All staff will receive clinical supervision based on their credential needs.
 - a. Measure: Review the monthly number of clinical supervision hours provided to each FTE by certified CDCS, a CDCS equivalent, or if unavailable, by a certified chemical dependency counselor who has certification at least one level higher than the supervisee, see **SEC. 3.03 STAFFING MINIMUM REQUIREMENTS, HIRING, & CLINICAL SUPERVISION**.
 - i. Formula: $\text{FTE supervision hours (recorded on supervision log)} \div \text{supervision hours required}$.
 - b. Standard: The contractor must meet or exceed a score of 90% supervision compliance.

Performance Measure #6 – Certification:

1. Outcome: The contractor will have certified staff providing substance abuse treatment and services.
 - a. Measure: Review the certification level of staff as part of the audit process. See **SEC. 3.03 STAFFING MINIMUM REQUIREMENTS, HIRING, & CLINICAL SUPERVISION** for staffing certification requirements.
 - b. Standard: All contract staff will be certified by the Alaska Commission for Behavioral Health within one (1) year of hire.

Performance Measure #7 – Annual Program Audit:

1. Outcome: The contractor shall meet 100% of their contractual obligations. Please see Section 3.09 for audit and site visit information.
 - a. Measure: Review the scores of the annual audit(s) conducted by the department.
 - b. Standard: The contractor must meet or exceed a score of 85% compliance on the department's audit form.

SEC. 3.08 REQUIRED CONDUCT**Work Shifts:**

The contract staff shall work shifts that provide appropriate treatment coverage within the context of institutional guidelines and operations. The contract staff's hours will be established by the contractor in coordination with the project manager and institutional management. These work shifts may include morning, afternoon, evening, and/or weekend shifts depending on the needs of the department.

Work Schedule:

The current schedule provides up to four (4) FTEs. Each FTE provides services for eight (8) hours per day, five (5) days per week for 52 weeks per year.

The contractor will not be required to work during Alaska State holidays. See link to the Alaska State Holiday's calendar. If the contract staff member works on a holiday, overtime shall not be billable under the contract, see below:

<http://doa.alaska.gov/calendar/>

The annual hourly calculations are as follows for full and part time, taking into consideration the hours not worked during state observed holidays:

Per Position (FTE):

Full time hours = billable calendar days X 8 hours per day (less observed holidays – 88 hours) = 1992. The department will pro-rate years with more or less than 1992 hours.

Staffing Coverage:

The contractor shall ensure the constant presence of sufficient staff and treatment space (where applicable) to provide the services listed at the approved site in order to ensure that there is minimal wait time for assessments and treatment services and shall monitor staff vacancies to ensure treatment services to offenders are not canceled, postponed, or rescheduled. The contractor shall notify the project manager and the institutional contact within one (1) working day of any treatment services scheduled for offenders that have been postponed, canceled, or rescheduled.

To ensure sufficient coverage, the use of a floating counselor is encouraged and billable under the program positions hourly rate that the floating counselor is filling in for. The floating counselor would fill in for the purpose of ensuring a continuation of services while the primary assigned FTE Coordinator or Counselor is not available due to leave or training. A floating counselor shall provide coverage when a position becomes vacant. A floating counselor may be used to conduct work under the contract scope at the project manager's discretion if the total number of hours and cost of the contract is not exceeded per fiscal year. Examples of when a floating counselor may be used included but are not limited to: conducting assessments or providing coverage when the regular FTE is not available.

The hours the contractor does not bill will be put into an hour bank and the contractor may recoup these hours at the project manager's discretion to meet the department's needs. The hour bank shall not carry over to optional renewal periods or cross fiscal years. The contractor shall not bill more than the hour bank total. Floating counselors must be approved by the project manager as outlined in Section 3.02 Staffing Minimum Requirements, Hiring & Clinical Supervision. If a floating counselor is used to aid in meeting the department's needs then the floating counselor shall bill the lessor of the hourly rates, if more than one rate is offered.

Dress Code:

It is important that all individuals working under this contract project an image of competence, trustworthiness, and professionalism.

1. It is expected that all contract staff abide by the department dress code by wearing clothing that is clean, neat, and appropriate to the environment they are working within.
2. While it is not possible to cover all contingencies, it is required that contract employees exert a certain amount of judgment in their choice of clothing to wear to work.
3. Clothing that reveals too much cleavage, back, chest, legs, feet, stomach, or underwear is not appropriate. Within the work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures is unacceptable.

Physical Aspect of the Program:

Many of the programs will be conducted within a correctional institution. Contract staff offices and the space available for program use will be at the discretion of the facility Superintendent. Every attempt will be made to accommodate the program's specific needs.

The contractor will be expected to become knowledgeable about security issues and protocols within their assigned institution. Additionally, contract staff will be required to attend an orientation presented by the institution; they will be provided guidelines regarding regulations including program decorations and amenities.

Collaboration with Correctional Staff:

These programs and services are a collaborative project between the contractor and department Security/Correctional staff. It is vital that communication and consultation between the contract staff and department staff be on-going. Toward this end it is required that on-site staff will meet regularly with a department interdisciplinary team.

1. While security is the primary concern of any Alaska Correctional Center, it is recognized that a healthy and effective treatment program and services enhances that security. As such, the department is committed to providing treatment opportunities to inmates in order to enhance their ability to live free from addiction and crime.
2. In the interest of security all contract staff must refrain from divulging any confidential security information to offenders.
3. The institutional contact serves as the on-site department project manager and is the contractor's primary source of support and connection with, and within, the institution.
4. The contractor will work to educate the correctional staff about the substance use disorder program and services. The contractor will also encourage involvement where needed. As is appropriate, a meeting that includes the correction staff, probation staff and contractor shall be held on a regular basis. This meeting may include program status, challenges, and problem-solving strategies.
5. It is required that the contractor keep the institution contact informed of any changes to the regular work schedule such as calling in sick, vacation, appointments outside the facility or resignation notice.

SEC. 3.09 DOCUMENTATION AND REPORTING REQUIREMENTS

The contractor shall use the following department specific documents and processes in order to meet the contract reporting requirements.

Screening, Brief Intervention, and Referral to Treatment (SBIRT):

The contractor is required to complete the screening within five (5) working days of receiving the referral. The contractor must also record the results on the ADOC SUD Monthly Census Report and return the instrument and screening form to the institutional contact within two (2) working days of the instrument's completion. The contractor shall use the following form(s): Co-Triage paper form and ADOC SUD Monthly Census Report.

If a positive screening indicated that an offender required intervention then the SBIRT Interventions are to be initiated within 24 hours or the next business day, whichever occurs first.

Release of Information (ROI):

The contractor is required to have the offender review and sign the approved consent to release information form prior to an assessment.

1. The consent form, once completed, is to be scanned and placed in the offender's electronic health record ().
2. The contractor is to use the following form(s): ADOC SUD ROI.

Assessment:

The contractor will receive a referral from department staff who will determine which offender will be assessed next.

1. The contractor is required to ensure assessments are consistent with DOH. The intent is to promote greater access to care by having assessments conducted under this contract that meet the standards that Alaska community behavioral health providers are accustomed to.
2. The contractor will be required to share the results of the assessment with the referrer within five (5) working days of the interview with the offender.
3. The contractor will be required to conduct assessments for offenders referred to the MATR program as soon as possible based on the offenders need and release date. The contractor is responsible for prioritizing offenders by release date and legal requirements.
4. In addition, the assessed offender must be added to the ADOC SUD Monthly Census Report.
5. The assessment is to be filed in the offender's electronic health record .
6. The contractor is to use the following: ASAM CONTINUUM computer guided software
7. The contractor is to use the following: ASAM CONTINUUM computer guided software when modifying an assessment. The department will provide access to this online assessment tool.

Program Contract:

After the assessment and prior to the offender beginning the initial orientation group, the contractor is required to review the ADOC SUD Program Contract with the offender and have them initial and sign as indicated.

1. The Program Contract can be found in the department's EHR.
2. The contractor is to use the following form(s): ADOC SUD Program Contract.

Notice of Request/Refusal:

When a treatment space becomes available, an offender who is not court-ordered to treatment will be provided with an ADOC Notice of Request/Refusal Form for Non-Court Ordered Offenders. If the offender is court ordered, the offender will be provided a Prisoner Notice of Court Ordered Treatment (808.04d). Once completed a copy of the notice is to be given to the IPO and filed in the offender's electronic record .

Progress Notes:

Each formal contact that the contractor has with the offender must be documented in the EHR. These contacts include groups and individual sessions.

1. The documentation is clear and concise and will focus on the offender's progress in treatment. Additionally, any significant event should be documented using this note.
2. The progress notes are to be filed in the offender's electronic health record.
3. The contractor is to use the following forms: ADOC SUD Progress Notes for each program type. This form can be found in the department's EHR.

Treatment Plan:

Every offender who is active in a treatment program must have a treatment plan. The treatment plan should be periodically reviewed during the course of treatment to determine if progress is being made on treatment goals. The reports are accessed and stored in the department's EHR.

1. The contractor is to use the following form(s): ADOC SUD Treatment Plan.

Warning Regarding Program Participation:

It is the responsibility of the contract staff to work with the offender to encourage and help ensure compliance. If the offender's behavior has risen to the level that it is impeding the other offender's ability to receive benefit from the program, then additional steps must be taken. These steps may include a written Warning Regarding Program Participation as outlined in department Policy and Procedure 808.04 Removal from Rehabilitation Programs.

1. The purpose of a written warning is to make the offender aware of behaviors that are detrimental to their, and others, successful completion of the program. It outlines what changes are needed in order to maintain program compliance and it serves as a warning prior to program discharge.
2. Once completed a copy of the written warning is to be given to the offender, the IPO and Stored in the department's EHR.
3. The contractor is to use the following form(s) from the EHR: 808.04A Warning Regarding Program Participation for offenders located in an institutional setting.

Notice of Removal:

If an offender is having difficulty maintaining program compliance and a written Warning Regarding Program Participation form 808.04a is unsuccessful in bringing the offender into compliance, or if their behavior is too egregious to warrant the written warning step, the final option may be removal from the program. When an offender is removed from the program due to disruptive or non-compliant behavior

(administrative discharge), the contractor must complete the Notice of Intent to Remove from Program form 808.04b as outlined in Policy and Procedure 808.04 VII Procedures: C. Removal from court-ordered treatment programs.

1. A copy of the notice is to be given to the offender, the IPO, the project manager and filed in the department's EHR.
2. The contractor is to use the following form(s): Notice of Intent to Remove from Program 808.04b and if necessary, Notice of Temporary Suspension form program 808.04c.
3. If an offender is administratively discharged from the program, it is possible for them to reapply after a minimum of thirty (30) days and only then if their behavior demonstrates a willingness to engage in, and comply with, the demands of the program. If all these conditions are met the individual can be placed back on the list for programming.

Extension Request:

If an offender is unable to complete the program within thirty (30) days of the allotted time, they may be extended if legitimate clinical needs dictate and the extension is approved by the project manager.

1. The contractor is responsible for submitting the extension request at least two (2) weeks prior to the required discharge date.
2. The approved extension request is to be filed in the department's EHR.
3. The contractor is to use the following form(s): ADOC SUD Extension Request.

Early Program Completion Request:

If an offender is being considered to complete a program before the estimated length of the program, then the contractor must submit notice to the project manager two weeks prior to requested completion date.

1. Early completion requests are based on not only completion of treatment material, but internalized behavioral change, consistent use of positive coping skills and meeting treatment plan goals and objectives.
2. The approved extension request is to be filed in the department's EHR.
3. The contractor is to use the following form(s): ADOC Early Program Completion Request.

Discharge Summary:

Within five (5) working days of the offender being discharged from the program a discharge summary must be completed.

1. A copy of the summary is to be given to the offender, the institutional contact and filed in the department's EHR.
2. The contractor is to use the following form(s): ADOC SUD Discharge Summary.

Monthly Reporting Requirements:

The contractor is required to use the ADOC SUD Monthly Census report for each offender who has received a service. The form is to be submitted to the project manager by the fifth (5th) day of the month immediately following the month of services. Any corrections required by the department will be corrected and returned to the department within three (3) business days of the request.

1. Offenders who have received a screening or were referred for assessment (regardless of if the assessment has been completed) will be placed on the program specific ADOC SUD Monthly Census Report Form.
2. In addition, the contractor is required to submit a Monthly Narrative Report for each program which will include the following:
 - a. Which clinical charts were reviewed in the past month;
 - b. The number of hours of clinical supervision for each staff member;
 - c. Reason if program is not operating at capacity;
 - d. Reason if program is not meeting its obligations;
 - e. Number of working days (if any) in the past month that the program was unstaffed or understaffed;
 - f. Recent program successes;
 - g. Recent program struggles;
 - h. All staffing changes to include the date of the change.
3. The contractor must submit a monthly ADOC Supervision Log that includes the number of hours of supervision each FTE received as outlined in Section 3.02 Staffing Minimum Requirements, Hiring & Clinical Supervision.

Treatment Status Update:

The contractor shall routinely provide treatment status updates on offenders to the institutional staff and, upon request, special reports to the Parole Board. These reports will be done within two (2) working days of a request.

Offender Files:

The contractor is responsible for providing offender hardcopy original per department policy. Offender files shall be Maintained in the department's EHR. For instances where the EHR is not accessible, the contractor is responsible for recording all associated programs on DOC approved forms only and emailed to the department's SUD Criminal Justice Planner weekly, until access to the EHR is restored. Each file shall be titled using the following template, Correct information entered and emailed to a specified department contact.

- Template: OBSIS#, Offender Last Name, Offender First Name

The department is responsible for filling records requests for offenders that participate in program under this contract. The contractor shall immediately notify the department of any records requests regarding past or present offenders. Within 30 days of the contract end date, the contractor shall deliver original hardcopy files to an Anchorage, AK location. Offender records are the property of the department.

Other Reporting:

Upon request the contractor shall submit other information and reports relating to its activities under this contract on such forms and at such times as may be required by the project manager.

SEC. 3.10 GENERAL REQUIREMENTS

The contractor is responsible for the following:

Standardized Forms:

All contract staff working under this contract will utilize standardized ADOC forms only.

The contractor shall use the Monthly Statistical & Billing Report and the Monthly Agency Invoice Form. All forms should be received by the department's designee by the last day of the month following the service delivery month.

Program Audits, Review, and Visits:

The department may utilize any or all of the following monitoring methodologies in monitoring the contractor's performance under the contract in determining compliance with contract terms and conditions:

1. Monthly Reviews – Upon receipt of the monthly census report an email will be generated for each program/service that defines the past months performance considering the expectations. The focus of this correspondence will be on number active and completion rate. A meeting, telephonic or in person, will occur each month with the contractor in which the above will be discussed and barriers to success, if they exist, are explored.
2. Audits – Up to twice a year an audit will be performed on each of the programs by the department. The audits will include the following components:
 - a. General performance review which compares current performance against contract expectations and previous performance
 - b. A review of program curriculum
 - c. Review of interactions between the program and the institution or community in which they are operated.
 - d. Review of at least three offender files.
 - e. Files are randomly chosen from the monthly census reports.
 - f. AKAIMS compliance

Once the audit is completed it will be sent back to the contractor for review and response. Any audit deficiencies are noted, and the contractor has ten (10) business days to respond with an improvement plan. Once the project manager approves the improvement plan, the contractor has 30 business days to correct the audit deficiency. If the contractor fails to correct the audit deficiency within the time required, the department may issue a service deficiency claim.

Site Visits:

At least once a year a site visit is conducted by the department which includes the following:

1. Observance of a group or groups.
2. Interviews with contract staff.
3. Interviews with offenders.
4. Interviews with correctional staff that interact with the program.
5. Review of most recent audit with contract staff.

Once the visit is completed any deficiencies are noted and the program has ten (10) working days to respond with an improvement plan.

Complaints:

All complaints about the program, regardless of the source of the complaint, will be explored. If the complaints are valid a corrective action plan will be developed.

Data Requests:

The contractor is required to provide basic program data to the Institutional Superintendent, institutional contact, and/or project manager, upon request. All requests for non-standard program data will only come from the project manager.

Program Alteration:

During the course of the contract, the contractor will work with the project manager in making any alterations to the program that could prevent them from meeting the contractual obligations. Alterations of the program by the contractor must be submitted in writing and be pre-approved by the project manager.

Administrative Requirements:

The department will not provide any administrative functions or office support for the contractor, such as clerical assistance, office supplies, IT equipment, copiers, fax machines, and document preparation.

1. The contractor shall provide its own support services (e.g., secretarial, or clerical staff).
2. The contractor shall be responsible for providing all items and materials needed to complete the terms of this contract. Items include, but are not limited to, the following:
 - a. Office Supplies;
 - b. Office Equipment;
 - c. Workbooks/Curriculum;
 - d. Other treatment literature/documents;
 - e. Reproduction of forms and supporting documentation.

Court Testimony:

The contractor may receive a court order to testify regarding an inmate in the program. This is very rare occurrence; however, the contractor would be required to provide their testimony. The contractor may not testify in court without a court order. A subpoena alone is not sufficient. If a court order is received the contractor shall inform the project manager immediately. Testimony is not billable to the department.

Standards and Tasks:

The contractor must provide the requested services under the general direction of the project manager. Any changes to the subsequent contract must be preapproved by the project manager.

SEC. 3.11 DEFINITIONS

Offender's Electronic Health Record (EHR): An EHR is a digital version of a patient's paper chart. EHRs are real-time, patient-centered records that make information available instantly and securely to authorized users.

Evidence Based Practices (EBP): These are practices used by the department as a step to ensure the offender receives the best services possible to include addressing antisocial behavior, antisocial personality, family/marital issues, employment/school issues, criminal thinking, and criminal associates. Evidence-based practice refers to therapeutic interventions that evaluation and research has shown to be effective. Some of these prevention activities help individuals develop the intentions and skills to act in a healthy manner. Others focus on creating an environment that supports healthy behavior.

Health Insurance Portability and Accountability Act (HIPAA): Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HSS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated too thereunder.

Project manager: Department of Corrections, Criminal Justice Planner for Substance Use Disorder Services, or designee.

Quality Assurance: A formal method of evaluating the quality of care rendered by a provider and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.

Residential Substance Abuse Treatment (RSAT) Program: An *ASAM Criteria* level 3.5 service, which provides a planned regimen of treatment in a (twenty-four) 24- hour residential setting, consisting of regularly scheduled sessions within a structured program that uses evidenced based treatment interventions. When successfully completed this program qualifies as an approved legal system substance abuse treatment program.

Acronyms:

ADOC	State of Alaska, Department of Corrections
AKAIMS	Alaska’s Automated Information Management System
ASAM	American Society of Addiction Medicine (2013, 3 rd Edition or latest version)
CC	Continuing Care
DBH	Division of Behavior Health
DSM	Diagnosis and Statistical Manual of Mental Disorders
FTE	Full-Time Equivalent
IPO	Institutional Probation Officer
IOPSAT	Intensive Outpatient Substance Abuse Treatment
PO	Probation Officer

PREA	Prison Rape Elimination Act
Psych-Ed	Psycho-educational Substance Abuse Services, Screening, and Assessment
RSAT	Residential Substance Abuse Treatment
ROI	Release of Information
SRAAD	Substance Related and Addictive Disorders
SUD	Substance Use Disorder

SEC. 3.12 FORM APPENDIX

The contractor is required to use the following forms and/or software. The department may modify, add, or delete these items during the contract term, the contractor shall not modify these forms. Examples of these forms are available upon request.

ACBHC Chemical Dependency Certification Matrix (degree and non-degree tracks)

ADOC Program Extension Request

ADOC Early Program Completion Request

ADOC SUD Assessment Referral Form

ADOC SUD Monthly Census Report

ADOC SUD ROI

ADOC SUD Program Contract

ADOC SUD Treatment Plan

ADOC Monthly Narrative Report

ADOC Notice of Request/Refusal for Non-Court Ordered Offenders

ADOC Supervision Log

ADOC Hiring Request Form

ADOC AKAIMs Minimal Data Set

ASAM CONTINUUM computer guided assessment software

ASAM Co-Triage paper form

ASAM Co-Triage computer guided screening software

Warning Regarding Program Participation (808.04a)

Notice of intent to Remove from Program (808.04b)

Notice of Temporary Suspension from Program (808.04c)

Prisoner Notice of Court Ordered Treatment (808.04d)

Alaska Screening Tool

Client Status Review

ADOC Male RSAT Group Progress Notes

ADOC Individual Significant Events Progress Notes

ADOC SUD Discharge Summary (RSAT)

ADOC IOPSAT Handbook

ADOC RSAT Handbook

MATR Program Referral Form

MATR Program Consent Form

MATR Mental Health Referral Form

MATR Medical Referral Form

MATR Reentry Plan

MATR Progress Note

MATR 30/60/90 Post Release Follow Up

SEC. 3.13 CONTRACT TYPE

This contract is a **firm fixed price** contract.

SEC. 3.14 PROPOSED PAYMENT PROCEDURES

The successful offeror may use their own invoice forms as long as requested information is included and the format is approved by the program manager. The contractor must provide a monthly invoice for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements.

1. Invoices shall indicate the State's contract number;
2. Billings must be submitted on department approved billing forms and must contain sufficient information in support of all charges to allow proper review and authorization. The contractor may not alter the billing forms without department approval;
3. Billings must include a face sheet summarizing the total reimbursement due to the contractor for the period of service and must include sufficient documentation to support all charges. The department reserves the right to request additional information as necessary to support requested reimbursement or to limit the amount of support documentation provided by the contractor in support of the billing invoice;
4. Institution-based programs: billings must be submitted, through the institutional contact, and then to the program manager for payment. The contractor must submit the billings no later than the last day of the following month;

5. Billings must be itemized by each FTE, hours worked per week, total hours, contract hourly rate, program name and subtotal, and if requested types of work performed. The face sheet noted above will have the total invoice cost;
6. The contractor may be required to submit certified payroll records with their monthly invoices for services. Certified payroll records will be reviewed to determine staffing levels and proposed salary levels for consistency with the contractor's proposed personnel services portion of the operating budget. If there is a significant variance between proposed staffing levels and/or salaries provided in certified payroll records with those as proposed in the budget narrative the department may request the contractor to provide an explanation of the variance within 5 business days.

SEC. 3.15 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. 3.16 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.

Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.17 LOCATION OF WORK

The locations the work is to be performed and completed is:

- Wildwood Correctional Complex, 10 Chugach Ave, Kenai, AK 99611

The department shall provide workspace for the contractor within correctional facilities.

The department shall pay for in-state long distance phone charges. The contractor must use discretion when placing long distance phone calls and must be for business reasons only. The contractor shall not place international phone calls and will be requested to reimburse the department for any international calls.

The department will also supply data access. The contractor shall only use State resources (phone, internet etc.) for business purposes. The contractor may be required to reimburse the department for use not deemed business use by the department, such as excessive connectivity charges. The contractor must

contact the project manager prior to any connectivity or equipment use that may be defined as personal use. See AS 39.52.120 for further information.

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. 3.18 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license;

If a subcontractor on the list did not have a valid Alaska business license at the close of the RFP, the Offeror may not use the subcontractor in the performance of the contract and shall replace the subcontractor with a subcontractor who had a valid Alaska business license at the close of the RFP.

- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.19 JOINT VENTURES

Joint ventures **will not** be allowed.

SEC. 3.20 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. 3.21 CONTRACT PERSONNEL AND BACKGROUND CHECKS

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 or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

The department shall require personnel providing direct services within the correctional centers to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they will be performed by the department at no charge to the contractor. The department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

SEC. 3.22 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed 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. 3.23 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor 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 contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Corrections or the Commissioner's designee.

SEC. 3.24 SECURITY BACKGROUND INVESTIGATIONS AND POLICIES AND PROCEDURES

The Department shall require personnel providing direct services within correctional facilities to comply with background investigations and/or security checks prior to starting work under the contract. When background investigations are required, they shall be performed by the Department at no charge to the contractor. The Department reserves the right to restrict an individual's access to the facility or program if they are determined to pose a threat to security, or if they fail to provide the information required for a background check.

The successful contractor will assure that all individuals providing services under the terms of the contract complete the following forms and scan completed copies to the procurement officer of record and the program manager.

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

- Security Clearance Form;
- PREA Employment Disclosure Form; (only applicable if services are provided in the institution)
- Code of Ethical Conduct 202.01a;
- Standards of Conduct 202.15a;
- ACOMS form and agreement, and; (only applicable if they will be using DOC computers or network)
- Criminal Justice Information Services Addendum (CJIS) form. (only required if providing services in the institutions or upon request.)
 - The Department may require the contractor to obtain 2 fingerprint “blue cards” form FD-258 for personnel performing service under this contract (no charge to contractor). Fingerprint (blue cards) can be obtained in Anchorage, in the basement of the Nesbitt Courthouse or make arrangements at one of the department institutions by appointment.

Questions or for arranging appointment please contact the following personnel:

James Dabbs-Ashworth (james.dabbs-ashworth@alaska.gov)

David Muise (david.muise@alaska.gov)

- The completed forms must be submitted to the procurement officer or designee.
- The Department will send individual personnel a link to an online security awareness training that should take no longer than 2 hours to complete. Training is required bi-annually.

Recidivism Reporting: *(Only applies if applicable)*

Contractors reporting on program efficacy must use the statutory definition of recidivism. For programs that have been in place less than three (3) years, reports must clearly state the date parameters that are being used to report recidivism. The statutory definition of recidivism is:

Per AS 44.19.647 Recidivism Definition:

A felony offender who is re-incarcerated within three (3) years of release for any offense conviction:

- Parole or probation violation
- New felony crime
- New misdemeanor crime

And per department Policies & Procedures 501.2 (Research Activities) & 650.01 (Criminal Justice Information Access), links provided below:

<https://doc.alaska.gov/pnp/pdf/501.02.pdf?080916>

<https://doc.alaska.gov/pnp/pdf/650.01.pdf>

Employee Incident Reporting: contractor is required to contact the program manager for this contract if any of its employees working under this contract are involved in any criminal behavior and report it to the Department within 24 hours of notice of incident. Reporting shall be via email to the program manager and can be followed up with a phone call if needed.

SEC. 3.25 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. 3.26 CONTINUING EDUCATION

The contractor must assure, at no cost to the State that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing, certification, and Continuing Education. See section 3.02 for further information.

SEC. 3.27 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. Copies of such records, such as offender files, shall be provided to the department within a reasonable period, upon request. The department may require the original hardcopy records or files. The contractor is responsible for costs related to reproduction, packaging and shipping to a location determined by the department. This requirement is mandatory irrespective of any payment due to the successful offeror for service provision.

SEC. 3.28 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. 3.29 TRANSITION AT END OF CONTRACT

The successful contractor agrees to assist the department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. The contractor is responsible for developing a department approved transition plan that will detail the transfer of clients and continuation of services for the next contractor. The department may request other items be detailed as well. When developing the plan, the contractor will be mindful of the ethical standards of the counselor/client relationship including but not limited to abandonment of clients without an approved transition plan. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

SEC. 3.30 RIGHT TO AUDIT RECORDS

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three (3) years after the date of final payment under the prime contract, and by the subcontractor for a period of three (3) years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Department of Corrections Commissioner.

SEC. 3.31 FORMAT OF REPORTS AND DATA

If needed, the contractor will be expected to provide electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated interfaces to the contractor's information systems or data entry software needed for this purpose.

SEC. 3.32 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.).

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. 3.33 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.

SEC. 3.34 INSURANCE REQUIREMENTS

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 procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or 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.

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.

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.

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.

Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

SEC. 3.35 SERVICE DEFICIENCY CLAIM

The successful contractor's failure to provide a service or if the contractor is not in compliance with the requirements of this contract, will be grounds for the department to issue a Service Deficiency Claim (SDC) to the contractor. The SDC will be provided to the contractor in writing. The contractor will advise the department in writing within five (5) business days of the corrective action being taken.

- The Department may either accept the contractor's corrective action, or
- Reject the corrective action and request the contractor to resubmit a final corrective action plan within five (5) business days of the department's request.

If the contractor fails to:

- Correct the deficiency within five (5) business days of the department's acceptance of their corrective action the department may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the department for the amount required to correct the problem.
- Submit a final corrective action plan that is approved by the department, the department may issue another SDC and procure, from another contractor, the services necessary to correct the problem. The contractor will then be obligated to reimburse the department for the amount required to correct the problem.

If a contractor gets more than two (2) substantiated SDCs in a 30-day period or a total of five (5) substantiated SDCs in a 60-day period, it will be grounds for the department to declare the contractor in default.

SEC. 3.36 TERMINATION FOR DEFAULT

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

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 7. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 INTRODUCTION

Proposals must 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.

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.

SEC. 4.02 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; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] 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 procurement officer 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 contract to be performed by the offeror.

(e) FEDERAL REQUIREMENTS

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

SEC. 4.03 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SEC. 4.04 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

SEC. 4.05 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

SEC. 4.06 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

SEC. 4.07 COST PROPOSAL

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.08 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 **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate the Technical portion of all responsive proposals.
- 3) Each responsive Technical Proposal will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the proposals based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may ask for best and final offers from offerors susceptible for award and revise the cost scores accordingly.
- 9) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail

Qualifications Criteria	Weight
Experience and Qualifications	200
Understanding of the Project	100
Methodology Used for the Project	100
Management Plan for the Project	100

Total 500

Cost Criteria	Weight
Cost Proposal	400
Total	400

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

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

Each Proposal Evaluation Committee (PEC) member will individually evaluate and score each responsive proposal using the criteria set out in Sections 5.04 through 5.07 and assign a single score of 1 through 10, with 10 representing the highest score and 1 representing the lowest score. Using only whole numbers, PEC members should start with a score of 5 on each section. The score may either increase or decrease depending on the offeror's response to each question for that section. As an example, if the Offeror provided responses over and above the evaluation questions in a section, they would receive a higher score. However, if the Offeror's response fails to address all questions of a section or demonstrates some lack of understanding or competency as it relates to a question for that section, the Offeror would then receive a lower score.

After the PEC has scored, the scores for each section will be totaled and the following formula will be used to calculate the total amount of points awarded for each section:

$$\frac{\text{Offeror Total Score}}{\text{Highest Total Score Possible}} \times \text{Max Points} = \text{Points Awarded}$$

Example (Max Points for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

$$\frac{\text{Offeror Total Score (30)}}{\text{Highest Total Score Possible}} \times \text{Max Points (100)} = \text{Points Awarded (75)}$$

Highest Total Score Possible (40)

Offeror 2 was awarded 50 points:

Offeror Total Score (20)

$$\frac{\text{Offeror Total Score (20)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (50)}$$

Offeror 3 was awarded 100 points:

Offeror Total Score (40)

$$\frac{\text{Offeror Total Score (40)}}{\text{Highest Total Score Possible (40)}} \times \text{Max Points (100)} = \text{Points Awarded (100)}$$

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the project have experience on similar projects?
- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the firm regarding timely and successful completion of projects?
- c) Has the firm provided letters of reference from previous clients?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 UNDERSTANDING OF THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 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 deliverables the state expects it to provide?

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

SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?

SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) How well does the management plan illustrate the lines of authority and communication?
- 5) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 6) Does it appear that the offeror can meet the schedule set out in the RFP?
- 7) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 8) To what degree is the proposal practical and feasible?
- 9) To what extent has the offeror identified potential problems?

SEC. 5.08 CONTRACT COST (40%)

Overall, a minimum of **40%** of the total evaluation points will be assigned to cost. After the procurement officer applies any applicable preferences, the offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

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

Example (Max Points for Contract Cost = 400):

Step 1

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

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

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 374.3$

Offeror #3 receives 336.8 points.

$\$40,000 \text{ lowest cost} \times 400 \text{ maximum points for cost} = 16,000,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 336.8$

SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)

Per 2 AAC 12.260, if an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points, which will be added to the offeror's overall evaluation score.

Example:**Step 1**

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

1000 Total Points Available in RFP x 10% Alaska Offeror preference = 100 Points for the preference

Step 2

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

Offeror #1	830 points	No Preference	0 points
Offeror #2	740 points	Alaska Offeror Preference	100 points
Offeror #3	800 points	Alaska Offeror Preference	100 points

Step 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	830 points
Offeror #2	840 points (740 points + 100 points)
Offeror #3	900 points (800 points + 100 points)

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

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. 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 Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, 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 conference room on the 18th 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 and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror 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 state contracts, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

[Application Of Preferences](#)

- 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:

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

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

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference

SEC. 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.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is attached with the RFP 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, and the state reserves the right to reject a proposal that is non-compliant or takes exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify,

add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.15 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.16 PROPOSAL AS PART OF THE CONTRACT

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

SEC. 6.17 ADDITIONAL TERMS AND CONDITIONS

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

SEC. 6.18 HUMAN TRAFFICKING

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

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

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

SEC. 6.19 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 counteroffer 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 it is not in the best interest of the State.

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

SEC. 6.20 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 6.21 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 6.22 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. 6.23 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. 6.24 SEVERABILITY

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

SEC. 6.25 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After 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. 6.26 SOLICITATION ADVERTISING

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

SEC. 6.27 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
- b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 7. ATTACHMENTS

SEC. 7.01 ATTACHMENTS

Attachments:

- 1) Proposal Responsiveness Checklist
- 2) Cost Proposal Form
- 3) Proposal Evaluation Form
- 4) Conflict of Interest Form
- 5) Offeror Information and Assurance Form
- 6) Certification of Entitlement to the Alaska Bidder Performance Form
- 7) Request for Clearance
- 8) PREA Employment Disclosure Forms
- 9) Department Policies and Procedures 202.01 and 202.15
- 10) Standard Agreement Form
- 11) Personnel Security Clearance Form and User Agreement
- 12) Network Access/Security Clearance Form
- 13) FBI Criminal Justice Information Services Security Addendum