

State of Alaska

Amendment to Professional Services Contract

1. Agency Contract Number 0620-007
2. Solicitation Number (if used)
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining <u>0</u>
4. Encumbrance Number
5. Amendment No. Two (2)

This contract is between the State of Alaska,

6. Department of Health & Social Services, Alaska Psychiatric Institute (API) hereafter the State, and

7. Contractor Western Interstate Commission on Higher Education (WICHE) hereafter the contractor

Mailing Address <u>3035 Center Green Drive, Suite 200</u>	Street or P.O. Box	City <u>Boulder</u>	State <u>CO</u>	ZIP Code <u>80301</u>
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8. Original period of performance FROM: <u>11/18/2019</u> TO: <u>01/31/2020</u>	9. Amended period of performance FROM: <u>11/18/2019</u> TO: <u>03/9/2020</u>
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10. Previous amount of contract to date: <u>\$ 183,810.00</u>	11. Amount of this amendment: <u>\$ 15,000.00</u>	12. This amended contract shall not exceed a total of <u>\$ 198,810.00</u>
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13. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows:

- Extends the period of performance and modifies Appendix C.

All other terms and conditions of the contract remain in effect.
In full consideration of the Contractor's performance under and including this amendment, the State shall pay the Contractor a new total not to exceed \$198,810.00.

IN WITNESS WHEREOF the parties hereto have executed this amendment.
NOTICE! This amendment has no effect until signed by the head of the contracting agency, project director and head contracting agency or designee.

14. CONTRACTOR	
Name of Firm <u>WICHE</u>	
Signature of Authorized Representative <u>Dennis Mohatt</u>	Date <u>2-13-2020</u>
Typed or Printed Name of Authorized Representative Principal <u>John Gomez Director of Operations</u>	
Title <u>Vice President, Behavioral Health</u>	

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

15. CONTRACTING AGENCY	
Department/Division <u>Health & Social Services / API</u>	
Signature of Project Director <u>Laura Russell</u>	Date <u>2/14/20</u>
Typed or Printed Name of Project Director <u>Laura Russell</u>	
Signature of Division Director <u>Noel Rea</u>	Date <u>2-14-2020</u>
Typed or Printed Name of Division Director <u>Noel Rea</u>	

Signature of Head Contracting Agency or Designee <u>Donna P. Jones on behalf of</u>	Date <u>2/14/20</u>
Typed or Printed Name of Authorizing Official <u>Amy Burke</u>	
Title <u>Grants, Procurement, & Facilities Chief</u>	

Appendix C – Amendment 2 Description of Services

This amendment, Amendment 2, modifies deliverable 1 of Appendix C.
All other elements of Appendix C remain unchanged.

Scope of Work

The Department of Health and Social Services (DHSS), requires a contractor to identify and analyze various operational models for the Alaska Psychiatric Institute (API). This could include contracting out all or part of API. This could include a phased model, or an all at once model for contracting out components, and models for partial or full privatization. The SOA asks the vendor to bring / apply expertise, knowledge and analysis of the effectiveness and efficacy of other states' experiences in similar circumstances.

Deliverables

Based on the Scope of Work, the contractor will provide a final written report on the privatization feasibility analysis. This report will include detailed modeling of privatization scenario(s) and a full analysis of the qualitative and quantitative expectations. The report must also analyze a model based on continued operation solely by the state, which must be based on data and information from API and Alaska. Assumptions of future changes in law effecting operation are not acceptable.

The contractor will be responsible for the provision of two deliverables:

Deliverable One: Written Report on API Privatization Feasibility

The due dates for the report will be mutually agreed upon by both parties and identified in the resultant contract.

The report preparation will be completed in three stages:

1. A full draft report will be due to the Department as soon as possible.
2. Upon receipt of the draft, the State of Alaska will review and may request clarification or additional analysis from the Contractor
3. Upon completion of the initial draft, the State has determined the need for an additional data analysis cycle by the contractor. This shall be completed and included in the final report, which is now revised to be due no later than March 9, 2020.

Deliverable Two: II. Periodic Consultation and Progress Reports

Proposals submitted in response to this RFP should propose a process, frequency, and timing for consultation with the Department and stakeholders at key points in the process. The final plan and approach to consultation will be negotiated with the Department and documented in the contract award.

Proposals submitted in response to this RFP should also propose a process for providing the Department with regular progress reports throughout the term of the contract. In addition to documenting progress made, the progress reports will identify unanticipated problems in implementing contract work and propose solutions. Material changes in project work or management will require pre-approval by the department.

Expectations

In the performance of the deliverables above, the contractor will be expected to, at minimum:

- Make at least two site visits to the Alaska Psychiatric Institute in Anchorage
- Provide facilitation of meetings in Anchorage to gather stakeholder input, which should include, at a minimum:
 - ASHNHA;
 - The API Governing Body, which reviews the conduct and operations of the hospital;

- The Alaska Mental Health Trust Authority; and
 - Other stakeholders as identified by the project director.
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- Participate in at least two in-person meetings with the Department leadership in either Juneau or Anchorage
 - Present either in person or telephonically at legislative hearings in Juneau upon request. Present to other policy makers and answer inquiries related to the project upon request
 - Any other reasonable expectation identified as necessary to complete the work of the deliverables.

Any costs associated with the above expectations are included in the cost of services. No additional charges may be billed to the State, unless mutually agreed upon and implemented via contract amendment.

The state recognizes its role in the accomplishment of the above deliverables. To assist with the successful performance of the deliverables above, the State will provide, at minimum:

- A dedicated point of contact who will facilitate provision of requested information.

That point of contact will be:

- Laura Russell, DHSS Policy Advisor
3601 C Street, Suite 902
Anchorage, AK 99503
(907) 269-7801 (office)

Appendix D – Amendment 2 Payment for Services

Payment for services provided under this contract shall not exceed \$198,810.00, for the full performance of this contract (November 18, 2019 – March 9, 2020).

The Contractor will submit one invoice upon completion of the project, in the full amount of \$198,810.00. This shall be for a flat rate, inclusive of all contract expenses.

Invoicing

Each invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number: 0620-007
- include an invoice number
- reference the API Privatization Feasibility Study

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

Send invoices to:

hss.fms.contracts.invoicing@alaska.gov

(please reference contract 0620-007 in the subject line)

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