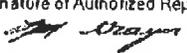


STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1 Agency Contract Number 170040354	2 DGS Solicitation Number 2016-2600 3304	3 Financial Coding 20-1004-201014700-2760- 3020-5025-1600000005	4 Agency Assigned Encumbrance Number
5 Vendor Number COC01254	6 Project/Case Number	7. Alaska Business License Number 1010307	
This contract is between the State of Alaska,			
8 Department of Corrections		Division Division of Institutions	hereafter the State, and
9 Contractor Connell Corrections of Alaska, Inc		hereafter the Contractor	
Mailing Address One Park Place, Suite 700	Street or P O Box 621 Northwest 53 rd Street	City Ft. Raton	State Florida
		ZIP+4 33487	
10 ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it			
ARTICLE 2. Performance of Service:			
2 1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.			
2 2 Appendix B sets forth the liability and insurance provisions of this contract.			
2 3 Appendix C sets forth the services to be performed by the contractor			
ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>September 1, 2016 through June 30, 2017 with the option to renew for (4) additional contract extensions at the same terms and conditions between the state and contractor. All renewals to be solely at the discretion of the state.</u>			
ARTICLE 4. Considerations:			
4 1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ <u>52,649,823.90</u> in accordance with the provisions of Appendix D			
4 2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to			
11 Department of Corrections		Attention Division of Division of Institutions	
Mailing Address 1300 East 4 th Avenue, Anchorage, Alaska 99501-3538		Attention Brian Wade, Project Director, (907) 269-7423 (tel)	
12. CONTRACTOR			
Name of Firm Connell Corrections of Alaska, Inc		14 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.	
Signature of Authorized Representative 	Date 08/31/16		
Typed or Printed Name of Authorized Representative Loren Gray			
Title Divisional Vice President, Reentry Services			
13. CONTRACTING AGENCY			
Department/Division Department of Corrections, Division of Institutions		Signature of Head of Contracting Agency or Designee 	Date 8-31-16
Signature of Project Director 		Typed or Printed Name Michael Lim	
Typed or Printed Name of Project Director Bruce Bushy		Title Procurement Specialist III	
Title Director of Institutions			

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

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number 170010351	2. DGS Solicitation Number 2016-2000-3304	3. Financial Coding 20-1004-201014700-2700-3020-5025-1600000005	4. Agency Assigned Encumbrance Number
5. Vendor Number COCO1254	6. Project/Case Number	7. Alaska Business License Number 1030307	

This contract is between the State of Alaska,

8. Department of Corrections	Division Division of Institutions	hereafter the State, and
---------------------------------	--------------------------------------	--------------------------

9. Contractor Cornell Corrections of Alaska, Inc	hereafter the Contractor
---	--------------------------

Mailing Address One Park Place, Suite 700	Street or P.O. Box 621 Northwest 53 rd Street	City Boca Raton	State Florida	ZIP+4 33487
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10. **ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins September 1, 2016 through June 30, 2017 with the option to renew four (4) additional contract extensions at the same terms and conditions between the state and contractor. All renewals to be solely at the discretion of the state.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ \$2,649,825.90 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Division of Institutions
----------------------------------	--

Mailing Address 1300 East 4 th Avenue, Anchorage, Alaska 99501-3558	Attention: Brann Wade, Project Director, (907) 269-7425 –Tel.
---	--

12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm Cornell Corrections of Alaska, Inc.	
Signature of Authorized Representative _____ Date _____	
Typed or Printed Name of Authorized Representative Loren Grayer	
Title Divisional Vice President, Reentry Services	

13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Department/Division Department of Corrections, Division of Institutions	Date	
Signature of Project Director	Typed or Printed Name Michael Lim	
Typed or Printed Name of Project Director Bruce Busby	Title Procurement Specialist III	
Title Director of Institutions		

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

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APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspections and Reports.

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

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

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

Article 11. Governing Law; Forum Selection

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

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

Article 15. Compliance.

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

Article 16. Force Majeure:

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

APPENDIX B¹ INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

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

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

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

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

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Contact Person, Telephone & Fax Numbers

Contracting Officer: All questions and correspondence regarding this contract should be directed to:

Michael Lim
Phone: (907) 465-3338
Fax (907) 465-2006
TDD (907) 465-3274
Email: Michael.lim@alaska.gov

Project Director / Director of Institutions: All questions and correspondence regarding operation and security of this contract facility should be directed to:

Brann Wade
Phone: (907) 465-3338
Fax (907) 269-7439
Email: brann.wade@alaska.gov

1.02 Contract Term & Work Schedule

The contract term and work schedule set out herein represent the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The length of the contract will be from **September 1, 2016 to June 30, 2017**, with possible extensions to **January 31, 2021**. Renewal options, if exercised will be at the sole discretion of the State of Alaska. Any agreements entered into will be subject to the needs of the DOC and upon legislative appropriation of funds.

The approximate contract schedule is as follows:

- A. Contract Starts – September
- B. first contractor work period – September 1, 2016 – June 30, 2017
- C. second period of performance (if State exercises option to renew) – July 1, 2017 – June 30, 2018
- D. third period of performance (if State exercises option to renew) – July 1, 2018 – June 30, 2019
- E. fourth period of performance (if State exercises option to renew) – July 1, 2019 – June 30, 2020
- F. fifth period of performance (if State exercises option to renew) – July 1, 2020 – January 31, 2021

1.03 Purpose of the Request for Proposal (RFP)

The Department of Corrections, Division of Institutions is soliciting proposals for up to 99 Community Residential Center service beds, with 11% per diem in a facility to be provided by the contractor in Fairbanks, Alaska.

A more detailed description of the scope of work is available in Section 4.

1.04 Budget

The Department of Corrections, Division of Institutions, does not currently identify a specific appropriation for this facility. The more general appropriation includes many other cost allocations and does not specifically identify funds for these beds. Services and costs will vary accordingly and are subject to continued Legislative funding.

1.05 Location of Work

The work is to be performed, completed and managed at a facility provided by the contractor in Fairbanks, Alaska. The State will not provide workspace for the contractor. The contractor must include in their price proposal **ALL** facility, staff, prisoner transport to and from the closest prison facility, food, offender treatment/education, and other specified costs sufficient to pay for CRC services as described in this RFP. Travel to other locations will not be required. When allocating costs for this proposed contract your budget should reflect the true operating costs, and shifting of costs to other CRC contracts with the department is not allowed.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
- (b) 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; or
- (c) if the offeror is 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, a certified copy of the bidder's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

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

Failure to comply with (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors With a Disability

Not applicable to this contract.

1.07 Required Review

The DOC policies and procedures referenced within this document are available for review on the DOC web site at: <http://www.correct.state.ak.us/corrections/pnp/policies.jsf> or paper copies may be obtained by contacting the Contracting Officer listed in Section 1.01.

1.08 Questions Received Prior to Opening of Proposals

Not applicable to this contract.

1.09 Amendments to the RFP

Not applicable to this contract.

1.10 Alternate Proposals

Not applicable to this contract.

1.11 Right of Rejection

The Contractor must comply with all of the terms of the RFP, the State Procurement Codes, the State Procurement Code (AS 36.30), and all applicable local, State, and federal laws, codes, and regulations.

1.12 State Not Responsible for Preparation Costs

Not applicable to this contract.

1.13 Disclosure of Proposal Contents

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

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Subcontractors may be used to perform work under this contract under certain conditions. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the specific tasks and portions of the work the subcontractors will perform. Subcontracting shall not in any way relieve the contractor of responsibility for the professional and technical accuracy and adequacy of the work and compliance with the contract.

Copies of any agreements or commitments between the offeror and potential subcontractors should be included in the proposals.

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:

- [a] complete name of the subcontractor,
- [b] complete address of the subcontractor,
- [c] type of work the subcontractor will be performing,
- [d] percentage of work the subcontractor will be providing,
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid Alaska business license,
- [f] a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract, and
- [g] criminal history / background checks.

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.

Subsequent to the contract being awarded, the Contractor must obtain prior written approval of any change in subcontractors and any new subcontracts.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

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

- A. the laws of the State of Alaska and any regulations issued thereunder,
- B. the applicable portion of the Federal Civil Rights Act of 1964 and the regulations issued thereunder,
- 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, (the cost of compliance will be the responsibility of the Contractor),
- E. all terms and conditions set out in this RFP,
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury,
- G. the budget information submitted in the proposal is accurate, true and correct,
- H. that their offers will remain open and valid for at least 150 days (from the proposal due date), and
- I. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.
- J. by placing their signature on their proposal, proposers certify that their activities and proposal meets the provisions of the Federal Government's "Certificate of Independent Price Determination", FAR 52.203.2 (copy in attachments).

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

1.17 Conflict of Interest

During the life of the contract, the contract shall notify the department of any individuals working on the contract that might have a possible conflict of interest (e.g., employed by the State of Alaska or has a relative under the supervision of the Alaska Department of Corrections) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, or designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

The CONTRACTOR shall provide the State of Alaska DOC, and any other legally authorized governmental entity, the right to enter at all reasonable times the CONTRACTOR'S premises or other places where work under this contract is performed to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract. The CONTRACTOR shall provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties (e.g. assistance from CONTRACTOR staff to retrieve and/or copy materials. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with the work being performed under this contract. All inspections or audits shall be conducted in a manner to not unduly interfere with the performance of CONTRACTOR'S or any subcontractors activities. The CONTRACTOR shall be given 10 working days to respond to any findings of an audit before the State shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

1.19 Solicitation Advertising

Not applicable to this contract.

1.20 News Releases

News releases or other public disclosures related to this RFP will not be made without prior approval of the Commissioner of Corrections, and then only in coordination with the project director. See also Section 4.03k.

1.21 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. 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.

1.22 Federal Requirements

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

1.23 Lobbying

The contractor shall not utilize any funds (except profit factors) generated from any contract awarded as a result of this RFP for lobbying activity.

1.24 Right to Cancel RFP

Not applicable to this contract.

1.25 Assignment

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

1.26 Disputes

Any dispute arising out of this agreement will be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the First Judicial District of Alaska.

1.27 Right to Audit Expenditure of State Funds

At reasonable times, the State reserves the right to audit all financial records, expenditures, and costs related to this contract. When the State performs an audit, the contractor must provide reasonable assistance in providing the required information. Failure to provide the required information within 30 days is a breach of the contract resulting from this RFP and the contractor will be in default of the contract. Any such default may result in the loss of the entire contract, and may result in the contractor being considered as a non-responsive bidder for future State of Alaska solicitations.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

The contract must be signed by an individual authorized to bind the contractor to the provisions of the contract.

2.02 Pre-proposal Conference

Not applicable to this contract.

2.03 Site Inspection

The State may conduct on-site visits as part of the proposal evaluation process. The purpose would be to evaluate the offeror's capacity to perform the contract and to evaluate the facility proposed. An offeror must agree, at risk of being found non-responsive and having their proposal rejected, to provide the State reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer and at the State's expense.

2.04 Amendments to Proposals

Not applicable to this contract.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 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:

- A. 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
- B. 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.

Exceptions to this section are any modifications to the contract agreed to during initial or subsequent negotiations.

2.06 Clarification of Offers

Not applicable to this contract.

2.07 Discussions with Offerors

Not applicable to this contract.

2.08 Prior Experience & Mandatory Qualifications

CRC Standards require minimum experience for specific personnel or positions; otherwise,

no specific minimums for operation of a CRC facility have been set for this RFP.

- The minimum qualification for all contract employees providing direct or indirect services under these established standards shall be:
 1. High school diploma or has passed a General Education Development (GED) test.
 2. Must be 19 years of age at time of employment.
 3. Complete a full criminal background investigation to include fingerprints, and NCIC/NLET check to determine criminal history.

2.09 Evaluation of Proposals

Not applicable to this contract.

2.10 Vendor Tax ID

The contractor's EIN is 76-0578707.

2.11 F.O.B. Point

Not applicable

2.12 Alaska Business License & Other Required Licenses

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. 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:

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

2.13 Application of Preferences

Not applicable to this contract.

2.14 5 Percent Alaskan Bidder Preference – 2 AAC 12.260 & AS 36.30.170

Not applicable to this contract.

**2.15 5 Percent Alaska Veteran Preference
AS 36.30.175**

Not applicable to this contract.

2.16 Formula Used to Convert Cost to Points – AS 36.30.250 & 2 AAC 12.260

Not applicable to this contract.

2.17 Alaskan Offeror's Preference – AS 36.30.250 & 2 AAC 12.260

Not applicable to this contract.

2.18 Contract Negotiations

Either the State or the contractor may initiate contract review and discussions. Any discussions will be held either telephonically or at a mutually agreeable location, with both parties responsible for their travel cost. If discussions lead to changes in the contract scope of work, a contract amendment must be prepared to document the revision.

2.19 Failure to Negotiate

Not applicable to this contract.

2.20 Notice of Intent to Award (NIA) - Offeror Notification of Selection

Not applicable to this contract.

2.21 Protest

Not applicable to this contract.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract for regular beds. Per diem beds will be paid for daily only if they are filled.

3.02 Contract Approval

The State's obligation will commence when the contract is approved by the Commissioner of the Department of Corrections, or the commissioner's designee. 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.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A,). The contractor must comply with the contract provisions set out in this document. No alteration of these provisions will be permitted without prior written approval from the Contracting Officer.

3.04 Proposal as a Part of the Contract

Unless otherwise specified in the contract, the requirements and specifications set forth in this RFP and the successful proposal will be incorporated into Appendix C of the contract, and will be binding upon the contractor. In any case in which these differ, the contract and then the RFP in that order, shall take precedence over the proposal submitted by the contractor.

3.05 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.

3.06 Insurance Requirements

The Contractor must provide proof of insurance prior to contract approval.

The Contractor must secure the insurance coverage required by the State. The coverage must be satisfactory to the Department of Administration, Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. See also Appendix B2 (modified).

3.07 Bid Bond – Performance Bond – Surety Deposit

Not used.

3.08 Utilities

All utilities are the responsibility of the contractor.

3.09 Contract Funding

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

3.10 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule at rates established in the contract. Each billing must consist of an itemized invoice. No payment will be made until invoices have been approved by the Director of Institutions, or designee. All billings should be submitted timely and reference the RFP and contract numbers.

Upon determination that a portion or the entire invoice is incorrect, the Contractor shall receive written notice from the DOC Director of Institutions, or designee, of the amount of the billing or portion thereof is in dispute and stating the reasons for the dispute. That portion of or entire invoice shall not be processed for payment until after resolution of the dispute.

Per diem definition. The per diem rate for detention services under this agreement is per man-day (see also the definition of prisoner day and per diem rate). This rate covers an inmate per day. A portion of any day shall count as a man-day under this agreement, except that the State may not be billed for two days when an offender is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not the day of departure. The intent is to pay for the number of beds filled as of the 00:01am count and the count submitted for payment needs to be equal to the 00:01am count for each day and the only exception to the count changing is IF after a count at 00:01am, and sometime during the next 24 hour period before that next count is taken at 00:01am, an inmate spends any time at the facilities and gets released or remanded and never got picked up on any of the previous counts...ever...then you can count them. The state will pay up to the maximum of beds under the contract per day; in no case will the state pay for more than the number of beds under contract.

3.11 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections, or designee, and the invoices have been approved by the Director of Institutions, or 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. (Clarification: This sentence refers to direct payment by the state; however, it is expected that offerors include their taxes in the proposal budget and incorporate these costs into their per bed contract cost.) All costs associated with the contract must be stated in U.S. currency.

In the event of an error that causes payment(s) to the CONTRACTOR (or benefits to others) to be issued in error, the CONTRACTOR shall reimburse the State within thirty (30) days of written notice of such error for the full amount of the payment. Interest shall accrue at the statutory rate upon any amounts not paid and determined to be due after the thirtieth (30th) day following the notice.

3.12 Informal Debriefing

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

3.13 Contract Personnel

Any change of the key project team members named in the proposal must be approved, in advance and in writing, by the Director of Institutions, or designee. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

The Department of Corrections, Director of Institutions, or designee, reserves the right to disallow the use of any individual (under the terms of any contract awarded as a result of this RFP) whose performance or conduct is not acceptable to the Department.

3.14 Specification of Audit Criteria and Corrective Action Procedures

The contractor is responsible for the performance and completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Director of Institutions, or designee. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract

The DOC or its representatives will be afforded unlimited access to all areas of the facility for the purposes of auditing its operations or for any other official purposes as described in the Contract not limited to but including:

- A. Financial Audits: 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 years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the commissioner.

The Department of Corrections, Commissioner or Designee, will conduct periodic financial audits of each facilities financial records pertaining to the funds and services of this contract. The DOC may choose an independent auditor(s) to perform the audits and will provide the auditing criteria, which will be based upon standard accounting practices. The cost of these audits shall be borne by the state.

- B. Program Audits: Program audits and contract compliance monitoring shall be conducted as deemed necessary by designated staff. Custody, security, program administration, and physical plant audits shall be conducted to determine compliance with DOC required standards. Areas noted as being in partial compliance or non-compliance shall be corrected by the Contractor within thirty to ninety (30-90) days as specifically stated in the written audit report.
- C. Corrective Plans: The Contractor shall receive official written notice as to the areas of partial compliance or non-compliance. Within twenty (20) days of receiving the notice, the Contractor shall submit to the Director of Institutions, or designee, a remedial plan indicating action to be taken and time frames for full compliance. The plan shall be reviewed and DOC will either concur with the plan or notify the Contractor of his/her non-concurrence. In cases of non-concurrence, the DOC shall

specifically identify the corrective actions to be taken and the time frames for their completion. The Contractor must implement these before any appeal.

- D. Appeal Process: In case of disagreement, an appeal process shall be available. A written appeal must be filed within ten (10) days of the Contractor's receipt of the notice of non-concurrence. The first level of appeal shall be to the Director of Institutions. The next and final level of appeal shall be to the Commissioner of the Department of Corrections.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract in whole or in part. 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. Please also refer to Section 3.35 for additional information on non-compliance penalties.

3.15 Disputes

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska. See Appendix A, Article 3.

3.16 Termination

A Contractor's failure to comply with any of the terms and conditions of this RFP and contract may result in a default action by the State after a thirty (30) calendar day written notice to cure the problem that had produced the apparent default.

If the Director of Institutions, or designee, 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 articles or provisions of Appendix A, if used.

3.17 Liquidated Damages

See Section 3.35 for penalties.

3.18 Contract Changes – Anticipated Amendments

The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service. If the State exercises this option, extension will be within the maximum period allowable under administrative authority # 2016-2000-3304.

The State may increase or decrease the provision for these services, depending on the needs of the department and upon the funding available. This includes adding or deleting beds. Any changes in work requirements will be within the scope of work specified in the RFP and contract and will be approved through the required amendment procedures. **All changes must be in writing. Verbal agreements are not binding.**

3.19 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 contract. When additional work is required, the Director of Institutions, or designee, will provide the contractor a written description of the additional work and request for 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 Director of Institutions, or designee, 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 designee. All changes must be in writing. Verbal agreements are not binding.

The State anticipates on adding additional educations, substance / sex abuse and other programing during the course of this contract.

3.20 Contract Extension

Unless otherwise provided in this contract, the State and the Contractor agree:

Excluding any exercised renewal options, the State may extend the term of this contract by written notice to the contractor no later than 15 days before the expiration of the contract, in order to:

- A. Complete negotiations between the state and current or new provider of these services;
complete legal requirements for a 10 day protest period after a Notice of Intent to Award is issued and before a contract is signed, or; prevent a lapse in service for number of beds contracted at this facility.
- B. Notification under this clause does not commit the State to an extension.
- C. The State may require continued performance of any services within the limits and at the rates specified in the contract if the state exercises this option.
- D. The State agrees to make a good faith effort to limit the duration of this option if it is invoked.
- E. If the State exercises this option, the extended contract shall continue to include this provision.

3.21 Transition at End of Contract

The 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. This agreement is a condition precedent to the Contractor's right to receive any final payment of funds under this contract.

3.22 Contract Invalidation

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

3.23 Performance Standards

The Department reserves the right to evaluate (or audit) the services being provided by the Contractor under the terms of a contract awarded as a result of this RFP. The Contractor will be responsible for developing a plan of action to address any areas of concern raised through an evaluation process. The action plan **MUST** be approved by the Director of Institutions or designee. The Department reserves the right to refuse contractor utilization of any individual whose standards of performance are not acceptable to the Department.

3.24 Investigation & Litigation

Contractors are obligated to notify the Director of Institutions, or designee, 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.

3.25 Continuing Education (CE)

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 and Continuing Education.

3.26 Records

The records and other information compiled by the Contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the Contractor for service provision.

3.27 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.

3.28 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.

3.29 Legal Proceedings

Confinement by the Contractor shall not deprive any prisoner of a legal right which he would have if confined in a State of Alaska managed facility.

The State of Alaska will defend any post-conviction action, including appeals and writs of habeas corpus, by any prisoner in an Alaskan Court challenging the underlying judgment of conviction or the administration of the sentence imposed at no cost to the Contractor. The State will defend a prisoner challenge to placement within the facility or at any facility.

The Contractor will defend, at its expense any actions filed against it by a prisoner which challenge conditions of confinement operational policies, treatment by staff of other matters related to confinement at the Facility.

3.30 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.

3.31 Intellectual Property

The CONTRACTOR warrants that all materials produced hereunder shall be of original development by CONTRACTOR, and shall be specifically developed for the fulfillment of this Agreement and shall not infringe upon or violate any patent, copyright, trade secret or other property right of any third party, and the CONTRACTOR shall indemnify and hold the State harmless from and against any loss, cost, liability, or expense arising out of breach or claimed breach of this warranty.

3.32 Excusable Delays

The CONTRACTOR shall be excused from performance hereunder for any period that it is prevented from performing any services hereunder in whole or in part as a result of an act of God, war, civil disturbance, epidemic, court order, or other cause beyond its reasonable control, and such nonperformance shall not be a default or ground for termination of the Agreement.

3.33 Prohibition of Bribes, Gratuities & Kickbacks

Pursuant to Alaska Statute 39.52, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the State of Alaska shall benefit financially or materially from this Agreement. No individual employed by the State of Alaska shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom.

3.34 Non-Compliance Penalties

A. Immediate Compliance

If the DOC Director of Institutions or designee determines that the Contractor is not operating in compliance with a term or condition of the Contract which in the opinion of the Director may adversely affect the security of the Facility or which may present a hazard to the safety or health of Prisoners or other individuals, Contractor shall be notified in writing (or verbally if it is believed an emergency situation exists). The notice shall direct Contractor to immediately correct the noncompliance. Please also see section 3.14.

- 1) Contractor shall immediately notify the Director of Institutions or designee of the proposed corrective action. If the Director or designee does not object to the proposed corrective action, Contractor shall immediately implement said corrective action.
- 2) If the Director of Institutions or designee disagrees with the proposed corrective action or if Contractor fails to notify the Director or designee immediately of its proposed corrective action, the Commissioner of the Department shall be notified. The Commissioner shall either agree with Contractor or specify corrective action which Contractor shall immediately implement.
- 3) Notwithstanding any provision contained herein to the contrary, in such a circumstance, Contractor shall immediately implement the corrective action specified by the Commissioner before any appeal is taken.
- 4) In the event Contractor disagrees with the determination of noncompliance or designated corrective action, an appeal may be taken to the Commissioner. In no event shall the corrective action be delayed pending appeal to the Commissioner.
- 5) Upon examination, if the Commissioner determines in his or her sole discretion that a noncompliance did not exist or that the required corrective action was excessive, the Commissioner shall authorize payment to Contractor of the actual expense incurred in taking said corrective action or excessive corrective action upon receipt of appropriate documentation substantiating said expense from Contractor.

B. Breach

A party shall be deemed to have breached the Contract if any of the following occurs:

- 1) Failure to perform in accordance with any term or provision of the Contract;
- 2) Partial performance of any term or provision of the contract; and
- 3) Any act prohibited or restricted by the Contract.

For the purposes of this article, items 1) through 3) above shall be hereinafter be referred to as "Breach".

In the event of a breach by Contractor, the State shall have available the following remedies as described further herein:

- 1) Actual damages and any other remedy available at law or equity;
- 2) Liquidated Damages;
- 3) Partial Default; Partial Recovery; and/or
- 4) Termination of the Contract.

In the event of Breach by Contractor, the Director of Institutions or designee shall provide Contractor written notice of the Breach and a time period to cure said Breach described in the notice. In the event Contractor disagrees with the Director or designee's determination of Breach, period to cure, or initiation of liquidated damages, Contractor shall notify the Department's Commissioner in writing, provided, however, any appeal to the Commissioner shall not toll or otherwise affect the period to cure. The decision by the Commissioner shall be final and binding. In the event

Contractor fails to cure the Breach within the time period provided, then the State shall have available any and all remedies described herein. In the event the Breach is not cured and in the event the State elects to invoke liquidated damages said liquidated damages shall commence on the date the cure period expires; provided, however, if the Commissioner determines Contractor's management team has concealed or misled the State concerning the Breach, the liquidated damages shall commence on the date of the Breach. For purposes stated herein, Contractor's management team is defined as consisting of persons in the rank of shift supervisor or above. This subsection regarding notice and opportunity to cure shall not be applicable in the event of successive or repeated Breaches of the same nature, or in the event the Director of Institutions or designee or Commissioner invokes the immediate compliance provisions of Sections of this contract.

C. State Breach

In the event of a Breach of Contract by the State, Contractor shall notify the State in writing within thirty (30) days of any Breach of contract by the State. Said notice shall contain a description of the Breach. The State shall be afforded a forty-five (45) day period in which to effect a cure or in which to take reasonable steps to effect a cure; provided, however, that if the alleged Breach concerns the State's failure to make payment under this Contract, the State shall have sixty (60) days after the notice to effect a cure unless the payment is the subject of a dispute between the parties.

- 1) Failure by Contractor to provide the written notice described above shall operate as an absolute waiver by Contractor of the State's Breach.
- 2) With the exception of the provisions contained in subsection (5) herein, in no event shall any Breach on the part of the State excuse Contractor from full performance under the Contract.
- 3) In the event of Breach by the State, Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by Contractor to give the State written notice and opportunity to cure as described in this Section operates as a waiver of the State's Breach.
- 4) Failure by Contractor to file a claim before the appropriate forum in Alaska with jurisdiction to hear such claim within one (1) year of the notice described in subsection (a) shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by Contractor.
- 5) In the event the State fails to make any payment due under the contract within the cure period specified herein and the amount not paid exceeds one hundred thousand dollars (\$100,000.00), Contractor may terminate the contract upon 90 days prior written notice to the Commissioner, provided, however, Contractor may terminate the Contract only upon the State's failure to pay an amount which is not in dispute.

D. Penalties

In the event of a Breach by Contractor, the State may withhold as a penalty the amounts as described herein from any amounts owed Contractor.

- 1) The State shall notify Contractor in writing of the Breach and the amounts to be withheld as a penalty.
- 2) Penalties related to staffing deficiencies or vacancies shall be imposed beginning 30 days from the date a position becomes vacant. For professional positions, penalties will not be imposed until 60 days after the position

becomes vacant. The amount of the penalty shall be equal to the position's salary and benefits as identified in the Contractor's budget document for the period the position is vacant.

- 3) Penalties related to contractual service deficiencies shall be imposed beginning after the cure period specified by the Commissioner (see Section B above). The State shall review the Contractor's budget to determine the amount the Contractor is being paid for any particular service. If the service is identified in the budget, the amount will be used to determine the amount of the penalty. If the service is not specifically identified in the budget, the Commissioner or designee shall make the final and binding determination of said amount. The Commissioner's determination shall be reasonable under the circumstances and supported by findings that the Commissioner has reason to believe is accurate.
- 4) The State may continue to withhold the penalties or a portion thereof until Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract.
- 5) The State is not obligated to assess penalties before availing itself of any other remedy.
- 6) The State may chose to discontinue liquidated damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said penalties previously withheld except in the event of a Partial Default.

E. Partial Default

- 1) In the event of a Breach by Contractor, the State may declare a Partial Default.
- 2) If Contractor fails to cure the Breach within the time period provided in the notice, then the State may declare a Partial Default and provide written notice to Contractor of the following:
 - a) The date upon which Contractor shall terminate providing the service associated with the Breach; and
 - b) The date the State will begin to provide the service associated with the Breach.

The State may revise the time periods contained in the notice upon written notice to Contractor.

- 3) In the event the State declares a Partial Default, the State may withhold from the amounts due Contractor the greater of:
 - a) Amounts which would be paid Contractor to provide the defaulted service as provided in subsection (5); or
 - b) The cost to the State of providing the defaulted service, whether said service is provided by the State or a third party;together with any other damages associated with the Breach.
- 4) To determine the amount the Contractor is being paid for any particular service, the State shall review the Contractor's budget. The Commissioner or designee shall make the final and binding determination of said amount.

- 5) The State may assess penalties against the Contractor pursuant to Section 3.35 (D) for any failure to perform which ultimately results in a Partial Default with said Penalties to cease when said Partial Default is effective.
- 6) Upon Partial Default, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 7) Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

F. Termination

- 1) In the event of a Breach by Contractor, the State may terminate the contract immediately or in stages.
- 2) Contractor shall be notified of the termination in writing signed by the Commissioner. Said notice shall hereinafter be referred to a Termination Notice.
- 3) The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that Contractor shall cease operations under this Contract in stages.
- 4) Contractor agrees to cooperate with the State in the event of a termination, Partial Default or Partial Takeover.
- 5) In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity.
- 6) In the event of a termination, Contractor shall be liable to the State for any and all damages incurred by the State including but not limited to transportation of Prisoners, activation of the National Guard or any other state agency, expenses incurred by the State to staff the Facility, and any and all expenses incurred by the State to incarcerate the Prisoners which exceed the amount the State would have paid Contractor under this Contract.

G. Partial Takeover

- 1) The State may, at its convenience and without cause, exercise a partial takeover of any service which Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State.
- 2) Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.
- 3) Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract.

- 4) The State may withhold from amounts due Contractor the amount Contractor would have been paid to deliver the service as determined by the Commissioner. The amounts shall be withheld effective as of the date the State assumes the service.
- 5) Upon Partial Takeover, Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

H. Termination Due to Unavailability of Funds or Court Order.

The payment of money by the State under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Contract. In the event funds for this Contract become unavailable due to non-appropriation, or if the State is ordered not to transfer Prisoners to Contractor by a court of competent jurisdiction, the State shall have the right to terminate this Contract without penalty, upon the State retaking all Prisoners from Contractor and payment of all amounts due under the Contract.

3.35 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.

SECTION FOUR SCOPE OF WORK

4.01 Introduction and Background Information

The Alaska Department of Corrections is soliciting proposals to secure the services of an agency(s), corporation(s), or individuals(s) to provide community residential center (CRC) and support services for a total of **99 Beds (90 regular and 9 per diem)** to meet the security and residential needs of adult offenders in the **Fairbanks, Alaska area**.

The department requires a contractor to provide a residential halfway house facility (CRC) for offenders in order to provide security, food, shelter, transportation, supervision, and the additional services specified herein and according to the minimums specified in the currently adopted set of Community Residential Center Operational Standards. The CRC will facilitate the safe and successful transition of offenders from incarceration to being productive members of the community.

Community Residential Centers help facilitate the transition of offenders from institutional confinement to parole/probation supervision, as well as providing an “intermediate sanction” for confined misdemeanants and parolees/probationers who commit technical violation of parole/probation. Community Residential Centers are healthy, supportive and drug & alcohol free environments that creates space for rehabilitation, reentry planning and adjustment to community living.

To facilitate the transition from institutional confinement back into the community, offenders may request and receive furlough to a Community Residential Center (CRC). After placement in a CRC, offenders are restricted to the center except for specifically approved passes from the facility for the purpose of work, education, treatment, and/or counseling activities. Residents must be engaged in approved employment, education or community work service projects, or some combination of these activities to constitute a full workweek of at least forty hours.

As an intermediate sanction for parole/probationers who commit violations of parole/probation conditions, CRC’s serve as a “halfway-in” facility to provide support, structure, and more supervision than parole/probation supervision can provide. These individuals are allowed to continue employment in the community but must return to the facility when not at work.

Community Residential Center also serves as an intermediate sanction for confined misdemeanants who are placed in the center in lieu of incarceration. These placements are not allowed to leave the facility unless they are participating in community work service projects with direct supervision, and/or other approved Department of Corrections supervision.

All offenders in Community Residential Centers (with the exception of unsentenced and confined misdemeanants) are expected to enter into, and progress through, a “multi-level” program. The program is designed to be responsive to individual and collective offender needs and to provide increasing opportunities for resident independence and responsibility. The “multi-level” program provides incentives for those offenders, through increased privileges, who demonstrate progress in learning skills and behaviors through participation in the program, which will support the successful reintegration of offenders back into the community.

Community Residential Centers must provide:

1. Detention and/or supervision of offenders on behalf of the Department of Corrections.
2. Flexibility in behavioral based programs which are oriented to the specific needs of each individual in residence.
3. Either in-house or through referral to community providers, counseling, to address the substance abuse, sex offender, anger management, pre-release and mental health treatment requirements of offenders in residence.
4. Assistance with all aspects of community transition, to include addressing offender needs for employment, housing and aftercare counseling referral.

This Request for Proposals will re-solicit for these CRC services currently under contract with Cornell Corrections. The contract award(s) based on this RFP will replace the current contracts when it expires. Both new and current providers may submit proposals for these services.

Proposals offering to provide services for any or all of the 99 Beds will be accepted, so long as each proposal contains the minimum percentage of 11% per diem beds (per diems: 0.5 and above will be rounded up to the nearest whole number). Contracts without per diem beds are NOT within the scope of service of this RFP, and will not be reviewed for award. The actual number of offenders assigned to a specific CRC facility may vary, depending on the needs of the Department of Corrections.

The Department will establish target populations for each category of offender housed in the CRC based on an annual review of regional and departmental utilization of community beds. The Department is requesting each offeror to indicate in their proposal what categories their program can provide services for and the number of participants in each category. The approximate prisoner custody level populations for the contract facility are: Numbers 7-8% female beds, 33-51% confined, restitution center and unsentenced misdemeanants, 17-27% furloughes, and 7-14% probationers/parolees. These are subject to change depending on the needs of the department.

- A. For provision of all **99 Beds**, the department requires a minimum of **9 per diem beds**. The scope of service for any contract written as a result of this RFP MUST include a minimum of 9% per diem beds. For example, a contract for 30 beds would require 3 per diem beds; 25 beds would require 2.5 per diem beds, etc.
- B. **Offers for fewer than the total number of beds (or slots, if applicable) specified in this RFP are welcome.** In the event that the highest ranked contractor does not propose to provide the entire number of beds (or slots) required in this RFP, the Department of Corrections maintains the right to negotiate and accept a best and final offer from the next highest remaining offeror(s) for provision of fewer than the number of beds (or slots) originally offered in their proposal. The best and final offers in the cost category from the remaining providers will be scored and converted into points per the method set out in Section 2.16 of the RFP, and the cost point section will be recalculated into the total evaluation points to obtain the next highest ranked proposal susceptible for award. This process will continue until the department obtains the number of beds it requires.

The department requires a contractor to provide a residential halfway house facility (CRC) for offenders in order to provide security, food, shelter, transportation, supervision, and the additional services specified herein and according to the minimums specified in the currently adopted set of Community Residential Standards. The CRC will facilitate the safe and

successful transition of offenders from incarceration to being productive members of the community.

An offeror who enters into a contract with the Department of Corrections as a result of this RFP will also be required to provide a plan and comply with the following service provisions. Include sections to address how proposer will meet DOC requirements for the following, as specified in this RFP and in the Community Residential Standards.

The general and specific scopes of work follow.

4.02 Definitions

As used in this solicitation, the following terms have the definition set opposite each term.

“ACA”--The American Correctional Association.

“ACA Standards”--The Standards for Adult Correctional Institutions published by the American Correctional Association. (Fourth Edition and Standards Supplement, and as the standards may be modified, amended, or supplemented in the future).

“Alaska Correctional Offender Management System (ACOMS)”--A departmental computer system containing information on probationers, parolees and prisoners.

“Administrative Requirements”-- The proposed administrative oversight of the CRC, including on-site administrative support and management staff, and if applicable, your corporate management oversight/support.

“Administrative Transfer”--The transfer of a prisoner between facilities for any purpose related to an emergency or potentially hazardous situation or to facilitate an administrative action that can be more efficiently accomplished at another facility, such as; (1) Parole hearing; (2) Court action; (3) Medical or mental health treatment; (4) Military tribunal; (5) Family emergency; or (6) Population management.

“Adult Basic Education (ABE)”--Academic studies that include basic education and living skills that prepare the student for General Educational Diploma studies. Adult Basic Education is divided into two study levels; up to grade 8 and grade 8 and above.

“Affirmative Action”--Equal employment opportunity free from unlawful discriminatory treatment concerning any individuals or group because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

“Alaska Public Safety Information Network (APSIN)”--A statewide computer system with access to nationwide data including individual criminal histories such as arrests convictions and case dispositions.

“Alias”--Any name used for official purpose that is different from a person's legal name.

“Annual Budget”--A listing of planned expenditures for the Department and/or contractors covering one fiscal year beginning July 1 and ending the following year on June 30.

“Appeal”--A process by which a prisoner may have a classification or disciplinary action reviewed at an administrative level higher than that at which the original action was taken.

“Arrest”--The taking of an offender into custody.

“Assessment”--Evaluation of employee's performance upon completion of a retraining program.

“Assistant Ombudsman”--Staff of the Ombudsman's office to whose duties have been delegated and whom the Ombudsman appoints.

“Attorney of Record”--The lawyer or law firm representing a prisoner in on going or pending litigation; or lawyer or law firm providing active representation within the previous calendar year.

“Audit”--A regularly scheduled visit to an institution or contract facility for the purpose of monitoring and reporting on the prisoner classification process, procedures, and documentation to ensure program compliance.

“Authorized Representative”--Any person or entity duly authorized and designated in writing to act on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

“Barred Visiting List”--A list prepared by the Division of Probation and Parole – Directors Office that restricts entry to a correctional institution or a contract facility, i.e., Community Residential Center or Treatment Program.

“Bedding”--Blankets, mattress, pillow, sheets and pillowcase.

“Blister Card”--The blister card is prescription labeled, heat-sealed, clear plastic pop-out bubble, unit medication container utilized by the department to distribute individual prescriptions and to issue bulk medications to institutional medical units.

“Budget Projection”--The anticipated planned expenditures and resources required to operate a component or facility.

“Case Record”--A prisoner case record comprised of one or more folders labeled with prisoner identification and containing all documents and materials pertaining to the subject prisoner, a case record for each individual prisoner which may be:

- **Open**--The case record initiated when an individual is committed to, or otherwise comes under the jurisdiction of, the Department which remains active and available on-site for review so long as the individual subject of the record is short of completing the period of jurisdiction or concomitant conditions of said jurisdiction such as prisoner presently incarcerated, escaped, absconder from whom arrest warrant has been issued, temporarily released on bond or bail, pending probation or parole revocation, offender is serving concurrent or consecutive sentence in another jurisdiction with a companion Alaska jurisdiction, Alaska detainer on a prisoner in another jurisdiction, etc.; the case record repository is with the institution having jurisdiction over the prisoner; or
- **Inactive File**--A case record which is open in accordance with above except that the prisoner has been transferred to the Federal Bureau of Prisons or another State correctional facility via contract placement as an Alaska prisoner, the prisoner is an escapee, or the case record is otherwise maintained in an inactive status such as during release pending an appeal process; the case record repository is with Central Classification in Anchorage or Central Records in Juneau; or

- **Closed**--A case record that is and subject to storage by virtue of the jurisdiction of the Department ending and/or the subject of the record having satisfied all conditions of the jurisdiction as outlined under Open Files above, or is deceased; the case record repository is with Central Records in Juneau.

“Case Record Extract”--Photo-copy of case record document necessary to sustain jurisdiction and case record purposes of opening Prisoner Case Record in accordance with 602.01, as follows: (1) Court, Parole Board or other document established jurisdiction; (2) Presentence Report with attachments; (3) Conditions of Conduct if not part of authority document under 1. above; (4) Psychiatric or psychological reports completed since presentence investigation and report under 2. above; (5) Probation or parole reports relevant to the incarceration; and (6) Petition or violation report appropriate to the incarceration and prerequisite due process.

“Cash Bail”--A payment in which an offender obtains release by paying in cash the full amount, which is recoverable after the required court appearances are made.

“Casual Contact”--Incidental contact of non-sexual or non-intrusive nature where there is not an exchange of intimate body fluids such as blood or semen; contact from and/or variety of the natural encountered in daily living, i.e., shaking hands, hugging, kissing, crying, coughing, sneezing, using a swimming pool, or hot tub, eating food handled or prepared by other persons, sharing linens, towels, cups, straws, dishes or other eating utensils, toilets, doorknobs, telephones, office machinery, or household furniture; cursory contact with clothing or flesh of another person.

“Caustic”--A material that is capable of burning or injuring individuals or objects by a chemical action.

“Central Office”--Administration and Support Offices and administrative staff assigned to the Commissioner's office; Juneau and Anchorage Central Office.

“Chaplain”--The Institutional Religious Coordinator or contract Chaplaincy Coordinator or Contract Chaplain for an institution.

“Chronological Record”--The probation officers written history of case events recorded in the order of their occurrence.

“Citizen Complaint”--A verbal or written complaint received by the Department brought by a private citizen rather than coming from the ombudsman, a legislator, media representative, or a probationer or parolee.

“Classification Packet”--Prisoner case record documents and information forwarded to Central Classification for effecting a classification action and which contains, if applicable, the following; (1) Final Judgment and Commitment; (2) Presentence investigation report; (3) Recent Psychiatric/Psychological Reports; (4) Time Accounting Records; (5) Security Designation and Classification Forms; (6) Health Care Record Extract; (7) The taped proceedings of a classification action recommendation or resulting in a transfer to an institution of facility outside of Alaska; and (8) Related information.

“Classification Committee”--A group of individuals within an institution convened in order to review and assess a prisoner's security, custody, and program needs and make a classification recommendation as regards to the prisoner.

“Clear Conduct Record”--The absence of violation of a disciplinary rule, except minor infractions for which guilt has been established through the disciplinary process.

“Co-correctional Facilities”--An institution designated to house both male and female prisoners.

“Code of Ethics”--A set of statements conforming to the Code of Ethics adopted by the American Correctional Association and subscribed to in its entirety by the Alaska Department of Corrections.

“Collateral Contract”--A reliable citizen who is not employed by the Department of Corrections such as a Village Public Safety Officer, Fish & Wildlife Protection Officer, Village Council Member, Teacher, Federal Agency Representative, etc. who agrees to act as an informal on-site information source for a probation officer in regards to one or several probationers or parolees residing in the vicinity of the contact person; an informal association to assist and enhance the supervision activities of the probation officer assigned to supervise the case and enforce the Court or parole Board ordered conditions of conduct; functions without compensation; is not a Volunteer Probation Advisor; does not require application and clearance steps.

“Commissioner of Corrections”--The Chief Executive Officer of the department.

“Commitment”--The document authorizing the incarceration of a prisoner and signed by the committing judge or remanding officer.

“Communication”--Verbal or written contact between individuals within facilities.

“Community Work Recipient”--A nonprofit or government agency providing work for offenders and reporting their attendance to the probation officer.

“Community Work Service (CWS)”--Work performed by an offender as a result of an order of the court or Parole Board, either as condition of conduct or in lieu of fine or imprisonment, on projects designed to reduce or eliminate environmental damage, protect the public health, or improve public lands, forests, parks, roads, highways, facilities, or education. CWS may not confer a private benefit on a person except as may be incidental to the public benefit.

“Complaint”--A written request which may contain recommendations concerning the substance or application of a written or unwritten policy or practice and any behavior or action.

“Compliance Officer”--Title has been changed to “Standards Officer.”

“Conflict of Interest”--Engage in or accept employment, or render service for personal gain when the employment or service is incomparable with, is in conflict with, or appears to be in conflict with, the proper discharge of the employee's official duties.

“Contact Visiting”--A visit that occurs in a designated institutional area without barriers between the prisoner and the visitor(s), with limited physical contact allowed.

“Contraband”--Items which prisoners are not authorized to introduce, make, use, or have in possession or attempt to introduce, make, use, or possess; Any of the following items that have not been specifically approved, authorized, or prescribed by the proper authority for a prisoner to obtain, make, or possess:

- Weapons including firearms, explosives, knives, hacksaw blades, tear gas, dangerous chemical agents, or any tool or other object that may be used as a weapon, from which a weapon may be fashioned, or that is intended to be perceived as a weapon;
- Controlled substances, the possession of which is punishable by either criminal or civil penalties, and any other type of medication; Alcohol, including wine, distilled spirits, home brew or any other type of alcoholic substance;
- Cameras, sound or video recorders, or any electronic or mechanical receiving or transmitting equipment;
- Any article, including keys, tools, electronic or mechanical devices, and identification information, intended to be used as a means of facilitating an escape;
- Any other article, including money, toiletries, books, food, mail and pictures, that is introduced, taken, or conveyed into a facility, or made, obtained, or possessed in a facility in a manner intended to frustrate or evade detection;
- Items in prisoner possession which were not issued to the prisoner by the institution; in excess of the quantity allowed for retention or issue; or are not authorized for retention in the institution; and
- Any article which threatens the security of the institution or which the Superintendent has designated as contraband.

“Contract”--The signed agreement for services. A copy of the RFP will be attached as part of the final contract. The contractor’s proposal will also become a part of the final contract.

“Contract Misdemeanant Housing (CMH)”--A correctional facility provided through contract agreement for the confinement of prisoners convicted solely of misdemeanor crime(s); quasi-correctional facility providing a degree of security, custody, care, and discipline for misdemeanor prisoners similar to that required by the Policies and Regulations of this Department, consistent with the security and custody status of the prisoners who have been placed in the CMH facility.

“Contract Monitor”--The person(s) designated by the Department of Corrections to monitor operation of the Facility for Contract compliance and/or to assist in the coordination of actions and communications between the Department and the Contractor.

“Contractor”--The Contractor awarded the Contract to develop and/or operate the Facility as described in this RFP.

“Controlled Substances”--Any medication requiring a written prescription, which list the prescribing physician's or dentist's Drug Enforcement Administration registration number.

“Correctional Services”--Those functions set forth in the proposal.

“Correspondence”--Any written communication concerning the authority or responsibility of the Department; written personal communication to or from prisoners, e.g., letters, post cards, greeting cards, sent through the postal service.

“Counseling”--Structured use of interpersonal relationships to promote social adjustment; formal program providing opportunities to identify problems, express feelings, provoke positive change and attain understanding of positive and negative ramifications of a proposed marriage. The planned use of interpersonal relationships between individuals or groups, which are supervised and controlled by staff members with training in counseling techniques.

“Counseling Program”--Planned activities designed to promote the prisoner's reformation and social adjustment and assist in resolving personal or interpersonal problems.

“Counselor”--Program staff or contractors qualified by education background or training to assist, advise, direct, suggest and recommend actions to prisoners.

“Court Orders”--Any existing or future orders or judgements issued by a court of competent jurisdiction; or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management or maintenance of the facility or related to the care and custody of prisoners at the facility.

“Court Probation”--Court ordered unsupervised probation during all or part of the term of sentence; probation not supervised by nor under the jurisdiction of the Department of Corrections.

“Custody Level”--The custody status assigned to a prisoner based upon the matrix score attained on the classification form, which establishes the degree of security staff supervision, required to appropriately monitor and control the prisoner's conduct and behavior within the context of correctional management.

- **Community**--The least restrictive custody level to which a prisoner may be classified as a result of having maintained conduct and attitude consistent with that expected for a minimum custody prisoner and the prisoner is within three years or less of projected release date and, for sentences over one year in length, has served at least one-third of the sentence; and Classification to community custody indicates that the prisoner is eligible for a furlough and the least restrictive housing, program, and supervision available within the Department, as follows: (1) Prisoner is eligible for a furlough and the least secure housing, including housing outside the institution's perimeter, e.g., community residential center, restitution center or other residential programs approved by the Commissioner; (2) Prisoner is eligible for program outings, with or without correctional or volunteer escort as determined by the appropriate approving authority; (3) Prisoner may be hospitalized without a guard at the discretion of the Superintendent; (4) Restraints are not normally used, but may be used when the prisoner is being escorted by a Department staff member, Discretion to use restraints is the decision of the Shift Supervisor or escorting officer, e.g., when a prisoner is returned to the institution following a violation of furlough conditions; and (5) Prisoner is eligible to participate in work details outside the institution's perimeter or the confines of a community residential or restitution center with minimal supervision. The prisoner is eligible for partial incarceration in a restitution center provided the prisoner: (1) Is not serving a sentence for, nor has a history of, violence, crime against person or sex offenders; has not ever been convicted of an offense, in this state or another jurisdiction, involving violence or the use of force; violence or the use of force includes possession of a firearm in the commission of an offense, whether or not the firearm was actually used; and (2) has not been convicted of an offense under A.S. 11.41.410-.470 (Sex Offenses) or an offense in this state or another jurisdiction having elements substantially identical to a sex offense under Alaska Statutes.
- **Minimum**--The prisoner consistently maintains conduct, attitude, and performance at a superior level. A significant factor in assessment as to suitability for minimum custody is whether or not the prisoner has completed or is an active participant in a rehabilitation program and/or Court ordered or recommended treatment program(s). The prisoner has demonstrated the capacity and willingness to accept increasing levels of responsibility; and, manifests an observable strong internalized commitment to meet institutional and social standards. Prisoners in this custody level may be designated for restitution center placement; Classification to minimum custody indicates that the prisoner is eligible for the

least restrictive housing, program, and supervision available inside the institution's perimeter or the supervised housing and program available in a restitution center, as follows: (1) Prisoner is eligible for assignment to the least secure housing inside the institution's perimeter; (2) Prisoner must have a guard if hospitalized; (3) Prisoner is eligible to participate in work details outside the institution's perimeter, subject to periodic staff supervision; (4) Prisoner may travel on routine or emergency trips outside the institution with a single staff member as escort; and (5) Restraints are not normally used when the prisoner is escorted by a Department staff member unless the staff member is armed, but restraints may be used at the discretion of the escorting officer, e.g., when a prisoner is returned to the institution following a rule infraction. The prisoner is eligible for partial incarceration in a restitution center provided the prisoner: (1) Is not serving a sentence for, nor has a history of, violence, crime against person, sex offenses; has not ever been convicted of an offense, in this state or another jurisdiction, involving violence or the use of force; violence or the use of force includes possession of a firearm in the commission of an offense, whether or not the firearm was actually used; and (2) Has not been convicted of an offense under A.S. 11.41.410-.470 (Sex Offenses) or an offense in this state of another jurisdiction having elements substantially identical to a sex offense under Alaska Statute.

- **Medium**--Classification to medium custody indicates that a prisoner is eligible for regular housing, program and supervision within the institution's perimeter, as follows: (1) Prisoner will be assigned to regular housing inside the institution's perimeter; (2) Prisoner is eligible for all normal work assignments and activities within the institution's secure perimeter, under normal levels of staff supervision; (3) Prisoner is not eligible for work assignments or activities outside the institution's perimeter unless recommended by the Superintendent through the Director of Institutions and approved by the Deputy Commissioner of Operations; (4) Prisoner is not eligible for furlough of any kind; (5) Prisoner must have a guard if hospitalized; (6) Prisoner will be placed in restraints consisting of at least handcuffs and waist chain when moved outside the institution's perimeter, and (7) Prisoner will be escorted by at least one armed Prisoner Transportation Officer or an Alaska State Trooper when moved outside the institution's secure perimeter.
- **Close**--Classification to close custody indicates that a prisoner requires a substantial level of supervision due to being identified as assaultive, predatory, riotous, escape risk or seriously disruptive to the orderly administration of the institution and housing, program and supervision are determined accordingly: (1) Prisoner will be assigned housing within the institution to facilitate close staff supervision; (2) Prisoner will be eligible for work assignments under close supervision, as specified by the Superintendent; (3) Prisoner will be restricted from certain areas of the institution, as specified by the Superintendent; (4) Prisoner is not eligible for program involvement under close supervision, as specified by the Superintendent; (6) Movement outside the institution's perimeter for reasons other than Court appearances requires the Superintendent's written approval. The prisoner must be escorted by at least two Correctional Officers, one of which must be an armed Prisoner Transportation Officer, or one Correctional Officer and one Alaska State Trooper when moved outside the perimeter. Restraints consisting of at least handcuffs, waist chain and leg irons will be used; and (7) Prisoner must have a guard if hospitalized.
- **Maximum**--Classification to maximum custody indicates that a prisoner requires the maximum level of supervision available within the institution due to being identified as the most assaultive, predatory, riotous, escape risk or seriously disruptive to the orderly administration of the institution and housing, program and supervision are determined accordingly: (1) Prisoner will be assigned housing within the institution to facilitate close

staff supervision; (2) Prisoner will be eligible for work assignments under close supervision, as specified by the Superintendent; (3) Prisoner will be restricted from certain areas of the institution, as specified by the Superintendent; (4) Prisoner is not eligible for furlough of any kind; (5) Prisoner will be eligible for program involvement under close supervision, as specified by the Superintendent; (6) Movement outside the institution's perimeter for reasons other than Court appearance requires the Superintendent's written approval. The prisoner must be escorted by at least one Correctional Officer II and an armed Prisoner Transportation Officer, or one Alaska State Trooper when moved outside the perimeter. Restraints consisting of at least handcuffs, waist chains and leg irons will be used; and (7) Prisoner must have a guard if hospitalized.

“Data Entry Clerk”: Employee responsible for entering data into the ACOMS and/or Management Information System.

“Department or DOC”--The Alaska Department of Corrections.

“Department Medical Officer (DMO)”--A licensed physician who is a State employee responsible for planning and implementation of the prisoner health care program; serves as the medical expert on department medical matters, performs peer review of physicians working under contract, and ensures quality control in the prisoner health care program.

“Department Research”--Studies conducted by employees or contractors of the department, usually by, or in conjunction with, the Planning and Research Unit of the Department.

“Designation Packet”--A prisoner's file forwarded to Central Classification for effecting a designation action which contains, where applicable, the following: (1) Final Judgment and Commitment; (2) Presentence Investigation Report; (3) Recent Psychiatric or Psychological Reports; (4) Time Accounting Records; (5) Security Designation Form; (6) Needs Assessment Survey Form; (7) Health Care Record Extract; and (8) The taped proceedings of a classification action recommending or resulting in a transfer to an institution outside of Alaska.

“Detainer”--A warrant/hold on an individual in a federal, state or local correctional facility, notifying the holding authority of another jurisdiction's intention to take custody of that individual, when the individual is released.

“Director”--The Director of the Division of Probation and Parole for the Alaska Department of Corrections. The chief executive officer and senior official responsible for all correctional operations or a member of a board of persons who control or govern the affairs of an institution or corporation.

“Disciplinary Committee”--A committee of one to three designated institutional staff members to conduct hearings and impose disciplinary sanctions for minor, low-moderate, high-moderate or major infractions; a committee designated by the Superintendent to conduct disciplinary hearings in accordance with applicable regulations and policies of the Department.

“Disciplinary Report”--A written incident report of prisoner misconduct which has been denominated a Disciplinary Report by the Assistant Superintendent or designee and referred to the Disciplinary Committee for disciplinary action. Discipline normally progresses along these lines; however, each case should be reviewed individually based on its own merits. Infractions may be so severe that summary action (Step 4 of Progressive Discipline) may be

warranted even when it is the first offense. Conversely, circumstances may exist which would mitigate the degree of discipline imposed at any step in the process. Each case must be reviewed on an individual basis.

“Discrimination”--Exercising a difference in action or process based upon a person's race, religion, color, sex, age or national origin when such behavior may cause that person loss.

“Discrimination Complaint”--A verbal or written statement alleging specific adverse action taken by a department employee which is based upon that individual's race, color, sex, religion, national origin, age, physical handicap, marital status, change in marital status, pregnancy or parenthood.

“Documentation”--Physical record of circumstances or events that substantiates cause for disciplinary actions and inclusion in employees files.

“Due Process”--The implementation of procedures which, when adhered to, guarantee protection of employee's rights: (1) Employer has the obligation to explain to employees what is expected of them and what the consequences will be when those expectations are not met; (2) Employer should provide consistent and predictable response to rule violations; (3) Employer is obligated to investigate the facts surrounding rule violations; (4) Employer should base discipline on facts, not hearsay; (5) Employer should consider prior service, performance, disciplinary records and psychological state when assigning a degree of discipline; and (6) Employer should, in most cases, use progressive discipline.

“Effective Date of Contract”--The date on which the Contract is executed.

“Emergency”--Any significant disruption of normal facility procedure, policy or activity caused by prisoner disturbances, work or food strikes, food borne illness, escapes, fires, natural disasters or other serious incidents.

“Emergency Care”--The medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms which must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical care emergencies.

“Emergency Plan”--Plan to be activated in an emergency situation that contains a sequence of action, reviews internal and external resources, and establishes command, control, communication, and deployment procedures.

“Employee”--An employee of the Contractor or a sub-contractor providing services under the Contract.

“Escort”--A non-restraint accompanying and supervision of a prisoner as distinguished from prisoner transportation by the transportation unit.

“Excessive Force”--An act of force exceeding what a reasonable person in similar circumstances would use to maintain or regain control of a situation.

“Exigent Circumstances”--Any set of circumstances that requires immediate action and which pose a threat to the security and/or order of an institution.

“Ex-offender”--Any person convicted in a court of competent jurisdiction of a crime, the punishment for which could have been, or was, imprisonment in a city or county jail, federal

penitentiary, or a state prison, who is not under any form of correctional supervision and excluding those persons who have received either a Presidential or gubernatorial pardon, or whose criminal record has been otherwise expunged.

“External Auditors”--Persons not employed by the Department.

“Family”--Prisoner's family is defined to be father, mother, sister, brother, spouse, son, daughter, step-relationships of the aforementioned relative, or any person having an immediate family relationship with the prisoner during the formative years.

“Family Support”--Financial support to an offender's family as required by law.

“Felony”--Means a crime for which a sentence of imprisonment for a term of more than one year is authorized.

“Fines and Court Costs”-- Lawful debts incurred by contract and by Court ordered fines and/or court costs.

“Fire Drill”--The total or simulated evacuation of all persons from an area. Fire drills are practice sessions designed to teach participants the best means of evacuation in case of fire.

“Firm Release Date”--The date on which the prisoner is scheduled to be released, as established by one of the following methods: (1) Good time calculations; (2) Court order; or (3) Alaska State Board of Parole action.

“Fiscal Officer”--The designated employee responsible for the management and direction of the fiscal operation. The official who manages and directs the procedures and/or employees engaged in the operation of the facilities fiscal matters.

“Fiscal Year”--Each one-year period beginning on July 1 and ending on June 30, that is used for budgeting and appropriation purposes by the State.

“Flammable Material”--Any material that will readily ignite at a temperature of 600 degree F or less.

“Food-contact Surface”--The surface of equipment and utensils with which food normally comes in contact, and those surfaces which may drain, drip or splash back onto surfaces which contact food.

“Force Majeure”--The failure to perform any of the terms and conditions of the contract resulting from acts of God.

“Formal Count”--A specific count of all prisoners that is conducted at specific times and designated locations.

“Frisk Search”--A visual and physical pat-down search of a person's clothing and body parts that are visible without the removal of clothing.

“Frivolous”--A grievance complaint that addresses information or circumstances that are trivial, lacking in seriousness, irresponsible, self indulgent, or that have already been addressed.

“Furlough”--An authorized leave of absence from actual confinement within an institution, community release center, restitution center, or contract misdemeanor housing for a specific purpose and time, as follows:

- **Pre-release Furlough**--A furlough for the purpose of reintegrating the prisoner into society by education, training, employment, treatment, etc; prisoner must be classified community custody; approving authority is the Director of Institutions or designee.
- **Short-duration Furlough**--A furlough for a specific period of time not to exceed 12 hours at any one time, except for a family visitation, that may not exceed one week or occur more often than once in each four-month period; or medical treatment, for which the furlough may not last longer than necessary for the treatment; prisoner must be classified community custody; approving authority is the Director of Institutions or designee except for family visitation that requires the approval of the Deputy Commissioner of Operations.

“Furlough Packet”--A packet of documents and materials in support of a furlough application; includes a cover memorandum of justification, copy of presentence report, judgment and order of current sentences(s), the most recent classification form(s), the current time accounting sheet(s), and the furlough plan/agreement for the proposed furlough.

“General Education Diploma (GED)”--A timed test from the American Council of Education, Education Testing Service, administered by the State of Alaska, Department of Education. Five levels of testing comprise the GED that are: writing skills; social studies; science; reading skills; and mathematics. Upon successful completion of the five levels of testing, the student is issued, by the Department of Education, an Alaska High School Diploma.

“Grievance”--A complaint by a prisoner in his or her own behalf, exclusive of the Parole Board, Classification or Disciplinary Committee action, or a court decision.

“Habilitation”--The education, encouragement and equipping of a prisoner to good physical, mental and moral health through guidance, training, and/or programming.

“Handicapped Prisoner”--Any prisoner encumbered with impediments or disadvantages due to physical or mental deficiencies.

“Harassment”--Unwanted communication and/or conduct by a supervisor, co-worker or non-employee in the work place which adversely affects the employment relationship or working environment for the employee or applicant for employment and is based on sex, race, religion, color, national origin, age, physical handicap, marital status, changes in marital status, pregnancy, or parenthood; which includes slurs, abusive language, threats, derogatory comments, unwelcome jokes, teasing and other such verbal or physical conduct.

“Health Care”--All preventive and therapeutic action taken to provide for the physical well being of an individual or population. Health care includes medical and dental services, nursing services, personal hygiene, dietary services and allied health care services, categorized as follows:

- **Mandatory**--health care services are those rendered with or without the permission of the prisoner; the purpose of which is restricted to: (1) the protection of the public health; (2) the protection of the life of a comatose or otherwise incapacitated prisoner who will not or cannot give permission; or (3) the determination of the potential for infectiousness if any unlawful exchange of body fluids is known to have occurred such

as biting, spitting, shared use of needles/drug injections, homosexual liaison, sexual intercourse, etc.; mandatory services may include immunization, treatment of meningitis, segregation for hepatitis, prevention of suicide, and similar medical actions.

- **Essential**--health care services are those required to prevent or alleviate pain and suffering which include mental health and dental services; services rendered only by consent of the prisoner; services second in the order of priority, after mandatory, which include those procedures deemed necessary to promote rehabilitation and to aid in increasing the level of functioning throughout the prisoner's sentence service, including prosthetic devices.
- **Elective**--health care services include all other services not included under Mandatory and Essential which are rendered with the prisoner's consent; services lowest in priority which include services contingent upon resources to improve cosmetic appearance or to permit functioning at levels not directly related to rehabilitation; services for conditions that were long standing prior to incarceration; includes extraordinary, experimental services such as liver or cardiac transplantation.

"Health Pre-Screening"--The informal visual inspection performed by security staff at the time of initial remand to assess the prisoner's apparent, immediate need for medical attention due to indication of potential life threatening, serious, or communicable health condition believed to be present.

"Health Screening"--The structured evaluation of a prisoner's physical health and mental status done by either security staff or health care personnel to identify serious health conditions or communicable disease.

"Hobby crafts"--Activities such as model building, leatherwork, ceramics, mosaics, crocheting, knitting, woodwork, artwork, macramé, silver work, carving, string art, wire art, sculpture, or similar craft pursuits.

"Holiday"--A day designated by Statute or by the chief governing authority of a jurisdiction for the suspension of work, usually in celebration of some event.

"Identification Badge of Authority"--Official photo-identification card issued to Department employees and the accompanying metal or cloth badge of office provided as standard equipment.

"Incarceration"--Housing in any facility operated directly by or under contract for the Department of Corrections.

"Incident Report"--The form and format upon which prisoner misconduct is reported to the Assistant Superintendent or designee for appropriate action.

"Indigent Prisoner"-- A prisoner who has less than \$20.00 presently available in his or her account and who has had no more than \$50.00 in his or her account during the preceding 30 days. A prisoner with more than \$50.00 in his or her account during the preceding 30 days will still be considered indigent if no more than \$50.00 remained after mandatory deductions (restitution, fines, child support enforcement orders, violent crime compensation payments, or civil judgement(s)) or deductions made for educational materials or courses, counseling, or health care.

“Informal Count”--Count made while prisoners are working, engaged in daily living activities, or engaged in recreational activities. These informal counts are made at irregular times.

“Informal Resolution”--A course of action, solution or remedy determined upon, or decided through, interpersonal verbal exchange of information and perspective by the parties involved or affected without formality and short of formal grievance action or filing; level one grievance review involving complaining prisoner and institutional staff.

“Informational Report”--A written incident report of circumstances or events involving a prisoner which has been denominated an Information Report by the Assistant Superintendent or designee and is referred to appropriate staff for action and documentation of disposition; a report of prisoner involvement in an event where formal disciplinary action is deemed inappropriate, but documentation of the incident is appropriate for future verification of a prisoner's adjustment or rehabilitative progress.

“Informed Consent”--Voluntary agreement by a prisoner to undergo a recommended medical, psychiatric, psychological procedure or treatment after the following have been explained: (1) the procedure or treatment; (2) the foreseeable risks; (3) the expected benefits; (4) the consequences of withholding consent; and (5) available alternative procedures or treatments.

“Infraction”--The violation of a disciplinary rule.

“Inquiry”--Not a formal complaint, a request for information.

“Inspection Team”--State Fire Marshall or designee, designated institutional safety officer, Superintendent or designee and Compliance Monitor.

“Insurance Coverage”--A statewide system designed to ensure the payment of all lawful claims for injury or damage incurred as a result of the actions of state officials, employees or agents.

“Intake Date”--The date supervision as defined and applied in 108.01, Probation/Parole Services and Community Corrections Mission, is to commence.

“Invoice”--An original billing from the vendor for commodities or services.

“Just Cause”--Generally means, but is not limited to, incompetence, unsatisfactory performance of duties, unexcused absenteeism, dishonesty, gross disobedience, etc. However, different bargaining unit agreements may have different requirements.

“Legal Mail”--Mail and/or correspondence addressed to, and ultimately intended for, one or more of the following individuals and/or organizations: Governor of Alaska, Attorney General of Alaska, Member of the United States Congress for Alaska, Alaska legislators, any court in Alaska or of the United States, Commissioner of the Department of Corrections, Chairman of the Alaska Board of Parole, Ombudsman for the State of Alaska, any attorney licensed to practice in the United States, the Alaska Human Rights Commission, Division of Occupational Licensing, DOC Grievance and Facility Standards Administrator, physician of record for the prisoner, State of Alaska Americans with Disabilities Act Coordinator (Division of Rehabilitation, department of labor) and any organization that assists persons in the exercise of their legal rights, such as the American Civil Liberties Union, National Prison Law Project, or Alaska Legal Services Corporation.

“Legal Materials”--Materials such as copies from case records, agency files, institution law library materials, criminal and civil law materials (where not available through the institution law library), to include letters and documents in the prisoner's possession that might be required in an impending court action and which the prisoner requests to be photocopied in connection with a legal matter.

“Legal Representative”--An attorney-at-law retained by a prisoner or appointed by the court to represent a prisoner. A legal representative may also be a qualified employee of the attorney, a law clerk, or paralegal designated in writing as an agent by the attorney.

“Leisure Time”--Time other than that devoted to work, meals, programs, and housekeeping; time period distinguished from routine prisoner work, program activities or other non-recreational involvement.

“Lockdown”--Confinement of prisoners to their respective cells or living areas within the institution and the discontinuance of prisoner movement to other areas of the facility as may be done under routine and normal circumstances; extraordinary security measure in response to pose a threat to life, property, staff or other prisoners, or to the security or orderly administration of the institution.

“Log”--The legal and permanent bound journal of events occurring in a Department facility; special log which may be a computerized record of disciplinary, classification and grievance actions.

“Long-Term Prisoner”--Prisoner with more than 180 days remaining to a firm release date at the time of designation.

“Mandatory Acknowledgments”--Signed receipts from employees that indicate acceptance to abide by certain mandatory rules and regulations. These mandatory acknowledgments ensure distribution of important documents and to require employees to accept responsibility for document content.

“Man-Day”--A portion of any day shall count as a man-day. See also “Prisoner Day and Per Diem Rate.”

“Marriage”--An institution whereby a man and a woman are joined in a social and legal union for the purpose of founding and maintaining a family unit; the rite which the man and woman are joined in marriage in accordance with law.

“Master Count Record”--A record of the location of every prisoner in and out of the institution that is verified by the officer responsible for the count 15 minutes prior to each formal count.

“Master Population Roster”--A complete alphabetical listing of all prisoners officially assigned to the facility with other status indicators specific to each prisoner listed.

“Media”--Any agency or agent that gather and reports news for a general circulation newspaper, news magazine, national or international news service, or radio or television news program for broadcast stations holding a Federal Communications Commission license.

“Medical care”--All care that is not classified as emergency care which is routinely required by operating standards.

“Medically Trained Personnel”--Personnel who meet training standards as approved by the health Care Administrator and are familiar with institutional procedures.

“Minor Violation”--Class B misdemeanor or lesser law violations; Technical violations of supervision conditions other than law violations; or Class A misdemeanor at the discretion of the probation officer.

“Misdemeanor”--Means a crime for which a sentence of imprisonment for a term of more than one year may not be imposed.

“Necessary Dental Service”--Dental work required to provide for the maintenance of nutrition and/or the prevention of pain; does not include cosmetic; and long-term growth and development dental treatments such as orthodontic services.

“News Media”--Representative(s) of newspapers and magazines; national/international news services; and radio/television stations.

“Normal Work Day”-- 8:00 a.m. through 4:30 p.m., Monday through Friday excluding declared holidays.

“NITA or ITA”--Notice of Intent to Award or Intent to Award

“Obscene”--(1) Words, gestures, language, books, newspapers, periodicals or other written or pictorial materials that the average person, applying contemporary community standards, would find depicts or describes, in a patently offensive way, ultimate sex acts, masturbation, excretory functions, lewd exhibition of the genitals or sexual sado-masochistic activity; (2) That the work, taken as a whole, appeals to the prurient interest; and (3) That the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

“Offender”--Person brought under the jurisdiction of the Department by Court or Parole Board Order or Conditional Commutation of Sentence by the Governor for purposes of probation, parole or other supervision or as the subject of a presentence investigation report.

“Offender Trust Accounting System (OTA)”--The computer assigned system of accounting for all financial transactions of a prisoner incarcerated; system designed to remove correctional officers from accounting functions; accounting system maintained by the Restitution Unit of the Juneau Central Office.

“Ombudsman”--There is created in the legislative branch of government the office of the Ombudsman. The Ombudsman is appointed by joint session of the legislature. The Ombudsman maintains procedures for receiving and processing complaints, conducts investigations, and reporting findings concerning operations of state government.

“Outpatient Care”--Health care provided when the prisoner remains ambulatory and is not kept in a health care facility overnight.

“Parole Board”--The Alaska Parole Board including current members of the Board and the staff assigned to the Board.

“Parolee”--An adult serving a sentence for violation of state law who has been granted parole by the Alaska Board of Parole who has been released from incarceration by operational law to parole supervision; or a parolee from another jurisdiction.

“Parole Officer”--Probation Officer employee of the Department appointed to supervise probation who may also discharge parole supervision duties.

“Peace Officer”--A public servant with a duty to maintain public order and to make arrests, whether the duty extends to all offenses or is limited to a specific class of offenses or offenders.

“Per Diem Rate”--The charge per prisoner per day. See also “Man-Day and Prisoner Day.”

“Period Following Infraction”--

- **Initial**--The number of consecutive days immediately following an infraction which begins the day after the calendar date the incident constituting an infraction took place;
Or
- **Subsequent**--The period of consecutive days occurring any time after the initial period of days which need not be consecutive to the initial period following an infraction, but must come after an initial period of clear conduct to be valid for consideration.

“Perpetual Calendar”--A calendar of consecutive numbers corresponding with calendar dates beginning January 1, 1956; numerical calendar developed by the Department of Corrections for use by the Parole Board and Time Accounting Record calculations for sentenced prisoners.

“Personal Materials”--Materials such as letters of character reference, school grades transcripts, work records, employment applications or any materials that would assist the prisoner or client in securing a place to reside and/or a place of employment; extra copies of Department documents beyond that which the prisoner is entitled to receive by regulation or policy.

“Pest”--Any destructive insect, plant or animal.

“Petition to Revoke Probation”--Two forms, a petition for a court hearing, and a notarized affidavit alleging specific probation violations.

“Petty Cash”--A cash fund of currency used to procure minor items.

“Physical Examination”--An evaluation of an employee's or prisoner's physical condition and medical history by a member of the institution's health care staff. The formal medical screening conducted by health care personnel that includes a thorough physical examination of a prisoner's person, a detailed health history, and routine laboratory and other clinical tests, as indicated by the examination and necessary to complete the screening.

“Physical Injury”--Means a physical pain or impairment of physical conditions.

“Policy”--Guiding principles that direct present and future actions toward the attainment of specified objectives. Policy statements indicate a general direction and intent. Attainment of standards and the overall goals of the Department are indicative of compliance. The Commissioner of the Department of Corrections establishes policy.

“Post”--An established security assignment or station.

“Posted”--Placed upon a wall, bulletin board or other form of notice generally available to the prisoner population of an institution, such as a prisoner handbook.

“Post Orders”--The specific duties and responsibilities of a security assignment.

“PREA”- - Prison Rape Elimination Act.

“Preponderance of the Evidence”--The evidence used in a disciplinary proceeding indicting the prisoner is more than likely than not to have committed the acts charged.

“Preventive Maintenance Record”--A permanent record in inspections, by whom and the work performed; maintained on-site in close proximity of the equipment, system or facility inspected.

“Prior Year”--Fiscal year immediately preceding the current fiscal year, example: if the current fiscal year is FY16 (ends June 30, 2016), the prior year is FY15.

“Prison Facility”--A building, camp, farm, place or area designated by the Commissioner for detention or confinement of persons accused or convicted of crime, or held under authority of law; a "state prison facility" or "state facility" includes a facility owned by or leased, loaned or granted to the state by the United States or any political subdivision of this state.

“Prisoner”--A person detained or confined for any period of time in a prison facility, whether by arrest, conviction, order of court, or a person held as a witness, or otherwise.

“Prisoner Account”--The prisoner's personal fund account through which the prisoner can pay for items obtained through the commissary; The computer generated fund account for each individual prisoner under the jurisdiction of the Department.

“Prisoner Day”--Each 24 hour period a prisoner is admitted to the Facility, plus the first day of incarceration, but not the last. See also “Man-Day and Per Diem Rate.”

“Prisoner Organization”--Any prisoner group authorized to conduct meetings and/or social activities within the institution. An organization formed for civic, cultural and educational purposes and not established on the basis of, or for, the furtherance of religious beliefs or principles.

“Prisoner Transportation Coordinator (PTC)”--Departmental employee designated to coordinate all prisoner transportation for the Department and to ensure maximum (best) use of prisoner transportation resources including turn-around use of aircraft.

“Prisoner Transportation Officer (PTO)”--Correctional Officer assigned to the prisoner transportation unit of the department who is trained and equipped to escort prisoners in restraints and under appropriate security conditions via ground and air transportation to and from institutions; Departmental staff designated by the Deputy Commissioner for Operations to transport prisoners.

“Prisoner Transportation Unit (PTU)”--A Departmental Unit of personnel specifically trained and responsible for the transportation of prisoners including transportation officers at each institution and those officers designated as Central Transportation Unit staff.

“Probable Cause”--The level of reliability which arises when the facts and circumstances within the officer's knowledge, including the reasonable inferences that may be drawn from the facts and circumstances, and of which the officer has reasonably trustworthy information, are sufficient to warrant a reasonable person to believe that the suspected item, condition or

circumstance exists and justifies action. Reasonable belief that a person is guilty as charged. Blackstones dictionary.

“Probation and Parole”—That division of the Department, which is responsible for the supervision of all probationers, parolees, and conditional commutees who are authorized to participate in community activities during the service of a sentence imposed by the Court, parole as authorized by the Parole Board or conditional commutation of sentence by the Governor

“Probationer”—An adult who has been convicted of a felony crime and ordered to a term of probation; may occasionally include misdemeanor from the District Court.

“Probation/Parole Officer”—Probation or parole officers assigned to the Division of Probation and Parole.

“Procedure”—The sequential activities that must be executed to ensure that a policy is fully implemented. Procedures are the methods for performing an operation or proceeding on a course of action and specify the activities to be performed by employees. Procedures differ from the policy in that they relate how-to direct activities for performing a specific task within the general guidelines established by policy.

“Program Receipts”—Revenue generated from program activity which is designated by law through appropriations to be expended for the operations of that program.

“Program Report”—A summary of activities submitted by a manager or supervisor of a program including a statistical report and a narrative description of program activities.

“Programming”—A pre-arranged plan of action designed to correct a deficiency.

“Program Staff”—Institutional Probation Officer, Psychological Counselors, education Associates, designated Correctional Officers and other institutional staff, contractors, and volunteers assigned to institutional program duties.

“Progressive Discipline”—Ever increasing degrees of discipline generally used to correct inappropriate behavior: (1) An employee who has violated a rule or procedure is verbally warned that if the same infraction occurs again within some specified time frame, the degree of disciplinary action will be increased; (2) if the employee again violates the same or similar rule within the specified time frame, the employee will be given a written warning which will be placed in his/her personnel file. The employee will be told that, if the conduct is repeated within a specified time frame, the employee will be disciplined again, but more severely; (3) If the employee again commits the violation in the same or similar manner and within the specified time frame, he/she will be suspended from employment for a period of time without pay. This action automatically results in loss of leave accrual for the pay period. The notice of suspension should also clearly state that more severe disciplinary action up to and including dismissal may result if another such infraction occurs within a stated period of time; and (4) Continued violation of the same rule within the specified time may result in dismissal.

“Property Storage Box”—A box with detachable lid measuring 10 1/2 x 12 x 15 inches.

“Proposal”—The Proposal (or offeror) together with all appendices and addenda thereto, including the Proposal Package.

“Prosthetic”--Medical or dental appliance designed to serve as an artificial replacement for a body part or function or as an adjunct to such function: includes artificial limbs, dentures, hearing aids, pace makers, artificial eyes, glasses, contact lenses, orthopedic braces or shoes, walkers, canes, wheel chairs, etc..

“Psychotropic Medication”--The name given to a group of drugs that are commonly utilized to control or eliminate the apparent symptoms of mental illness. The regular administration of these drugs may allow mentally ill prisoners to return to and participate in general prison population activities; include antipsychotic, antidepressant drugs, medications which may produce adverse side-effects in some patients; other drugs which may be prescribed in conjunction with these medications in order to reduce or eliminate potential side-effects.

“Punitive Segregation”--The segregation of a prisoner who has been found guilty of committing a prohibited act(s) and has had confinement to an individual cell, separate from the general population, imposed as punishment for the infraction; may include confinement to quarters or weekend or holiday lock-ups.

“Qualified Outside Fire Inspectors”--Local and state fire officials or other person(s) qualified to perform fire inspections.

“Recognized Religious Practice”--A religious belief, faith, denomination, sect, or group supported by literature stating faith principles and recognized by a group of persons who share common ethical, moral or religious views which are not defamatory, racial, political, derisive, or subversive in nature.

“Refusal of Treatment”--The lack or absence of consent or agreement to receive treatment, examination or procedure by a prisoner after receiving factual information regarding the nature, risks and alternatives of the proposed medical treatment, examination or procedure.

“Registered Nurse (RN)”--A nurse licensed to practice in the State of Alaska; experienced in emergency and/or psychiatric medicine.

“Reimbursable Medical Costs”--Those medical, dental, and mental health costs payable by DOC.

“Release Date”--The date on which a prisoner is scheduled to be released as established by good time calculation, court order, or parole board action.

“Religious Activities”--Activities conducted by or under the auspices of the Chaplaincy Coordinator and designed specifically for religious worship, instruction, guidance or counseling.

“Religious Coordinator”--An employee of the institution designated by the Superintendent and assigned the responsibility of reporting, reviewing, and scheduling in cooperation with the Chaplaincy Coordinator, all religious programs in the institution.

“Religious Diet”--A prescribed allowance or selection of food for consumption with reference to a particular recognized religious belief.

“Remand”--Commitment to the custody of the Department of an individual by means of a lawful on-view arrest by law enforcement officer, arrest warrant, court order or other lawful jurisdiction such as Probation, Parole or Federal Authority.

“Report Month”--The first through the last calendar day of a calendar month.

“Reprisal”--An act of retaliation.

“Research”--Activities, which systematically investigate or constitute experimentation for the discovery or interpretation of facts.

“Responsible Physician”--A physician employed by, or under contract with, the state, who is responsible for all matters of medical judgment relating to prisoner medical care in the institution. The responsible physician shall be fully licensed and authorized to practice medicine in the State of Alaska.

“Restitution”--Repayment to a victim for damages or injuries caused by the offender's criminal acts.

“Restitution Center (CRC)”--A residential center in the community which provides certain non-violent prisoners the opportunity for rehabilitation through community service and employment while protecting the community through supervision and partial incarceration, and creates a means to provide restitution to victims of crimes, payment of court ordered fines, dependent support, prisoner cost of care, and other prisoner expenses.

“Restraint”--Security device designed for and applied to prevent the commission of violent or destructive acts including:

- **Hard Restraint**--Metal shackles such as handcuffs, leg irons, belly chains, and the like;
- **Soft Restraint**--Devices generally of leather, nylon, canvas or plastic such as strait-jackets, wrist and ankle straps with or without connecting belts, plastic wrist and ankle cuffs known as Poesy Cuffs, and restraint netting.

“Restricted Drugs”--Any drug that lends itself to abuse by prisoners and designated as "restricted" by the Health Care Administrator.

“Restricted Item”--Items routinely used for medical purposes which may be put to an legitimate use; includes needles (hypodermic), syringes, rubber, plastic and glass tubing, scalpels and scalpel blades, rubber bulbs, etc.

“Retraining Program”--A specialized plan of action to address identified areas of deficiency in an employee's job performance.

“RFP or Request”--This Request for Proposals, together with all amendments and addenda thereto.

“Riot”--A disturbance beyond the control of the on-duty security staff.

“Risk”--A significant possibility as contrasted with a remote possibility that a certain result may occur or that certain circumstances may exist.

“Risk/Need Assessment”--A classification scale to determine the risk/need of probationers and parolees that reflects their situation, service needs, and risk of continued criminal activity.

“Sally Port”--A secure enclosure with two gates that may never be opened simultaneously.

“Second Degree of Kindred”--Means father, mother, son, daughter, brother, sister, grandfather, grandmother, grandson, grand-daughter, uncle, aunt, niece, or nephew, in a full, half, or step relationship.

“Security Designation Form”--The Department form for long term sentenced prisoners that provides a scoring matrix and the basic criteria for institutional placement.

“Sentence Computation”--The formula for determining the exact time period a prisoner is expected to serve. The time accounting method including consideration of the court imposed sentence and all other factors that lawfully affect time actually served.

“Separatee”--A person or prisoner from whom a prisoner must be kept separate; an individual who must not be housed in the same institution, jail or prison with the prisoner from whom he or she must be kept separate.

“Serious Physical Injury”--Physical injury caused by an act performed under circumstances that create a substantial risk of death; or that causes serious and protracted disfigurement, protracted impairment of health, protracted loss or impairment of the function of a body member or organ, or that unlawfully terminates a pregnancy.

“Serious Violation”--All felony behavior; Class A misdemeanor(s), except in the instance where the supervising probation officer's discretionary authority may denominate the misdemeanor as a minor violation; and technical violation(s) that in and of itself constitutes a criminal act or jeopardizes the property or safety of another person.

“Service Commencement Date”--The first day that Prisoners are received at the Facility.

“Sexual Harassment”-- (A violation of Section 703 of Title VII of the Civil Rights Act) unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

“Shake-down Search”--A meticulous search of a designated area accomplished by moving items, surveying the contents of containers, opening fixtures and closely scrutinizing all items and surfaces to detect security problems and identifying and removing contraband.

“Short-Term Prisoner”--A sentenced prisoner with 180 days or less remaining to a firm release date at the time of designation.

“Sick Call”--An organized method of screening, diagnosis and treatment of a prisoner's health problems at regularly scheduled times through a meeting between medical staff and individual prisoners.

“Skill Enhancement Program”--An activity or course of study designed to improve an employee's job performance through the use of classroom lecture, seminars, on-the-job-training (OJT), conference attendance or instructional demonstrations of techniques for application in specific job assignments.

“Smoking Area”--An area set aside and designated by the appropriate authority where smoking material may be used.

“Smoking Material”--Items such as cigarettes, cigars and pipes.

“Social Science Research”--Includes, but is not limited to, studies involving the use of interviews, questionnaires and reviews of case records; this does not include any study which will expose research subjects to the possibility of physical, psychological or other harm as a consequence of their participation in the study.

“Special Meals”--Meals or food prepared for special occasions; e.g., holidays, that may accommodate cultural preferences.

“Special Medical Need”--The serious and complex medical treatment and care needs of a prisoner that, because of the nature of the medical condition or the extraordinary costs involved in the treatment, cannot be provided within the State of Alaska.

“Special Needs Prisoners”--Prisoners whose mental and/or physical conditions require special accommodation and/or treatment by staff.

“Standard Adjustment”--A mathematical means of converting a sentence term to calendar days of service by subtracting one day, or by converting calendar days of service to a sentence term by adding one day.

“Standard Information”--Information required for administrative and operational management such as the Statewide Daily Count Sheet, Departmental Fact Sheet, Monthly Statistical Report, and the Probation/Parole Caseload Register.

“Standard of Conduct”--A set of rules describing expected and acceptable standards of conduct for all employees to include contract and sub-contract employees.

“Standard Operating Procedures (SOP)”--The detailed outline of specific activities or actions required to implement and enforce department policies.

“Standards” or “Operating Standards”--The standards described in the RFP and the Proposal, including without limitation, applicable federal, state and local laws, codes, regulations, constitutional requirements, Court Orders, Department policies and procedures set for in the appendix, as revised, or made applicable to the Contractor at a later date by written notice from DOC. If two or more Standards are in conflict, the more stringent shall apply, as determined by DOC. If any provision of the Contract is more stringent than an applicable Standard or Standards, as determined by DOC, the Contract provisions shall govern.

“Standards Officer”--Formerly known as “Compliance Officer”.

“State”--The State of Alaska, or the Alaska Department of Corrections.

“State Fire Marshall”--The State fire official qualified to perform fire inspections.

“State Prison System”--All state prison facilities owned, leased, or operated by the Department of Corrections that holds persons charged with or convicted of violations of law or otherwise held under authority of state law.

“Statutory Good Time (SGT)”--This good time is awarded with the intent to motivate prisoners to sustain control over their behavior, to the extent that the prisoners observe the rules of conduct, which are set forth in regulations of the facility, in which the prisoners are incarcerated.

“Strip Search”--A visual search of a person that requires the complete removal of clothing; includes a visual body cavity search.

“Subcontract”--Any agreement entered into by the contractor with another entity to provide services and supplies to perform contract services.

“Substance Abuse Screen”--A laboratory examination or field test of blood, breath, or urine to determine recent use of alcohol or other drugs.

“Substantial Risk”--Condition wherein it is substantially certain that a given result may occur or that given circumstances may exist.

“Supervision”--Regular and systematic control and guidance provided for offenders placed on probation or parole and under the jurisdiction of the Department of Corrections; the monitoring of probationer and parolee behavior to ensure compliance with conditions of conduct and conformance to lawful standards; may include surveillance, substance screening, case record management, office and home visits, resource referral, etc..

“Tableware”--Multi-use eating and drinking utensils.

“Technical Violation”--An act contrary to a supervision condition other than a violation of law.

“Therapeutic Diet”--Special meals or food prescribed by a physician, dentist or other medical staff as part of a patient's treatment.

“Tours, Official”--A tour given to individuals or groups directly related to the operation of the institution, such as the Grand Jury, visiting legislators, etc.

“Tours, Regular”--A tour given to individuals with a genuine interest in corrections and for whom the tour might prove to be beneficial and/or enlightening, such as college students, representatives of the criminal justice system, or news media representatives.

“Toxic”--A poisonous material that can destroy the life or health of a human being, animal or plant.

“Traditional or Rural Alaska Lifestyle”--A way of life as reflected by a person who is not fluent in the English language and communicates predominantly in an Alaska Native dialect; or an individual whose entire life has been spent essentially in a village or rural setting with a population of 1,000 or less, which is not connected by roadway or ferries to a metropolitan community of greater than 1,000 population. A person from a setting with a population greater than 1,000, such as Bethel, Nome, Barrow or Kotzebue may fall within this category if the totality of the circumstances indicates a background such as a rural Alaskan whose social experience is typified by in-village or remote residence with his or her conduct and means of livelihood being of a subsistence nature and lacking in exposure to non-rural life and having negligible commercial work experience for wages. Time spent for schooling at Mt. Edgecumbe in Sitka does not in and of itself exclude a person from being classified as having maintained a traditional, subsistence or rural Alaskan lifestyle.

“Training”--Formal classroom instruction; on-the-job training under the direction of an instructor; training meetings or conferences which include a formal agenda and instruction by a teacher, manager or official; printed and/or self study training; physical training; or other instructional programs which include a trainer/trainee relationship. Training programs usually include requirements for successful completion, attendance recording and a system for recognition of completion.

“Training Staff”--An employee assigned full or part-time whose assigned duty is training.

“Treatment Costs”--The cost paid by the offender that fulfill the Court ordered treatments or evaluations.

“Unconditional Discharge”--An individual is released from all supervision arising from a conviction and sentence, including court, probation and parole jurisdiction.

“Unforeseen Circumstances”--Those acts or occurrences beyond the reasonable contemplation of the parties at the time of the execution of the contract which materially alter the financial conditions upon which the Contract is based. This is provided that such acts shall not include acts within the control of the party claiming an unforeseen circumstances or changes in law or regulation. Unforeseen circumstances shall include the failure of the Legislature to appropriate funds.

“Unit”--Program component of an institution or community corrections sub-component.

“Unsentenced Prisoner”--A prisoner who is awaiting trial, sentencing, or probation/parole revocation.

“Updated Presentence Report (PSI) (PSR)”--A court ordered confidential report bringing current the information in the most recent report of the same case number. This report is used for the same purpose of the original presentence report.

“Urgent Care”--Care medically necessary to prevent deterioration, other than normal aging, of a prisoner’s health that results from an unforeseen illness or injury and the care cannot be delayed.

“Utensil”--A tool used in the service, preparation, transportation, or storage of food.

“Vegetarian Diet”--Meals prepared from vegetable sources or a combination of plant food and dairy products exclusive of meat to sometimes include eggs.

“Victim”--The victim of a felony crime against person; or, if the victim is deceased, a minor or incapacitated, the spouse, child, parent, sibling or legal guardian of the victim; victim of a felony crime against person perpetrated by an individual or individuals convicted and sentenced to incarceration for the act(s) on or after October 3, 1984.

“Violation”--An act contrary to law, ordinance or condition of supervision.

“Visit”--Physically on-site at an institution, facility or office of the department for purposes of speaking with or questioning staff and/or clientele or to be shown files, records and/or procedures.

“Volunteer”--Individual certified and cleared as non-paid in-service aid or assistant in accordance with Departmental Policy; Citizens from the community who donate time and

effort to enhance the activities of an institutional program; off-duty staff or employees not employed at the institution who volunteer time and effort.

- **Occasional**--Any person who provides a one-time, infrequent and not regular non-paid volunteer task or service.
- **Regular**--Any person who has completed the requirements pursuant to becoming a volunteer and who is engaged in specified volunteer activities on an on-going and regularly scheduled basis.

“Warrant”--An order to arrest and detain an offender issued by the court or the parole board depending on supervision jurisdiction.

“Worker's Compensation”--A statewide system of benefits for employees who are disabled by job related injury.

“Working Day”--A 24-hour period of which no portion includes a Saturday, Sunday, or holiday; in computing a period of time prescribed or allowed by appeal policies and pertaining to "working day", the day of the act, event, or default from which the designated period of time begins to run is not to be included; the last day of the period is to be included, unless it is a Saturday, a Sunday or a legal holiday, in which case the period runs until the end of the next working day. A half-holiday is considered as other working days and not as a holiday.

“Yearly Inspection”--On-site inspection carried out by authorized personnel, designated by the Director of Institutions, consisting of technical examination or test of works and buildings to determine their physical condition with respect to prescribed standards and departmental policy.

4.03 Administration

A. Qualifications of Facility Director

The facility and its correctional services shall be managed by a single facility director employed by the Contractor. Written policy and procedure shall provide that the facility director's office be located with the facility and that his/her position be a full-time assignment. He/she will be required to personally inspect and review the facility and all operations on at least a weekly basis. Documentation of such reviews shall be maintained including action plans to correct any noted deficiencies. The facility director shall be empowered with full authority to act for the Contractor, and shall be responsible for all facility employees and subcontractors.

B. ACA Accreditation

It is not the intent of the Department of Corrections to require implementation of any contract provisions which jeopardize or require the American Correctional Association (ACA) accreditation of any Community Residential Center program. The Department is willing to consider and negotiate changes in the provisions of this contract that are necessary to obtain or maintain ACA accreditation. This provision does not obligate the Department to provide financial resources to the Contractor for such accreditation.

C. Policies, Procedures and Post Orders

The Contractor shall develop and submit to the State, for the State's approval, no later than 60 days before the Service Commencement date the following:

- a facility policy and procedure manual that covers the full range of Facility operations.
- Post orders for security staff must be by post and shift and be maintained and updated annually.

D. Non-Smoking

The Facility and its campus will be non-smoking and drug-free for staff and residents.

E. Self Monitoring by Contractor

The Contractor will be responsible to establish a process for self-monitoring the facility operations to ensure compliance with all applicable DOC Community Residential Center Operational Standards, DOC policies, state and federal laws, and all applicable health and safety standards. All monitoring reports and copies of corrective action plans will be forwarded to the Contract Monitor and the Director of Institutions within 30 days of the monitoring.

F. Contract Monitor

The State will be responsible for the costs of contract monitoring. The Contract Monitor shall have access at all times, with or without notice, to residents and staff, all areas of the Facility and to inspect all documents and records relating to the Contract and the Contractor's performance. This includes employee qualifications or the requirements of training, disciplinary records relating to serious incidents and security breaches and reports kept by the Contractor concerning the operation of the Facility. The Contractor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. The Contractor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.

G. Office Space/Furnishings/Clerical Support

The Department of Corrections does not need contractor provided office space, furnishings, or clerical support within the contractor's facility for its exclusive use.

H. Department of Corrections Policies & Procedures

The administration and operation of the facility must be in accordance with certain DOC Policies. Subject to the provisions of the Contract, the Facility shall adopt and follow the departmental policies and procedures and any subsequent directives or policy changes.

I. Governing Policies

Please list and briefly reference only those governing or organizational policies that are pertinent to the operations of the proposed CRC. Include copies of the actual policies in properly labeled and page numbered appendices section(s) of the proposal.

J. Prisoners from other Jurisdictions

Prisoners from other jurisdictions will not be housed in the same living units as Alaskan prisoners without written permission of the Director of Institutions.

K. Photographing and Release of Information

The Contractor shall permit reporters or photographers to interview or photograph residents only with permission of the Deputy Commissioner and consistent with DOC 808.02, Prisoner/Media Contact.

L. Incident Reporting

All incidents as described in DOC Policy 104.01, Special Incident Reporting, shall be reported to the Shift Supervisor of the closest correctional institution. The Shift Supervisor will notify the Superintendent who in turn will notify the Director of Institutions. Notification will be done telephonically within 24 hours and followed in writing within 48 hours. The Department may investigate any incident pertaining to the performance of the Contract.

M. Other Reports

Monthly activity reports must be submitted to the Contract Oversight Officer detailing monthly program activities on a form provided by the DOC. In addition to the monthly activity report, the contractor must also send:

1. Monthly financial report, detailing resident's monthly financial earnings and disbursements.
2. The monthly check for the total amount collected from resident earnings withholding.
3. Report all CWS hours for CWS performed.
4. Copies of all incident reports that result in program terminations.
5. Copies of all grievances filed by residents.
6. Summary of all resident program evaluations for the preceding month.
7. List of current sex offenders.
8. Medical fees for services.

The contractor shall submit all reports to the Contract Oversight Officer no later than the 20th of the following month.

N. Statement of Standards/Manual

The successful offeror will be required to adhere to the contract conditions and reporting requirements cited in the current adopted Community Residential Center

Operational Standards (**available upon request**). The Statement of Standards may be revised during the period covered by this RFP. The Contractor's compliance with the revised standards and reporting requirements will be required upon adoption or at an effective date to be determined by the Director of Institutions.

O. Public Information and Publicity

Contractor may release any non-exempt public record information which it possesses regarding DOC prisoners. Contractor will not release public record information which is exempt from public disclosure, or any non-public record information which it possesses regarding DOC prisoners. Contractor will refer to the DOC requests for public information which it does not possess, public record information which may be exempt from public disclosure pursuant to Alaska laws, and non-public information.

Contractor will comply with DOC Policy 808.02 Prisoner/Media Contact with regard to all public information release and prisoner access to the media. Contractor will not knowingly subject any resident to unwanted publicity.

P. Target Populations / Categories of Offenders

The Department will establish target population configurations for each category of offender housed in the Community Residential Center (CRC) based on an annual review of regional and departmental utilization of community beds. The Department is requesting each offeror to indicate in their proposal what categories their program can provide services for and the number of participants in each category indicated below:

- Female Beds 7-8 %
- Confined, Restitution Center, and Unsentenced Misdemeanants 33-51%
- Furlougees 17-27%
- Probationers/Parolees 7-14%

The Department reserves the right to alter the target population configurations due to the needs of the Department. The Department will give as much prior notification as possible whenever a modification to target population configurations is required, and will take into consideration the ability of each provider to adapt to any modification. Changes in target population configurations will require the approval of the Director of Institutions.

1) **Final Determination and Placement:** The Department reserves the right to make the final determination on the acceptance or rejection of offenders referred to community residential/community restitution centers. Final determination for acceptance will be as follows:

- a. **Placement of less than thirty (30) days:** When space is available, the Center shall accept all Department referrals. Placement shall be in accordance with the most current adopted Community Residential Center Operational Standards (CRC Standards).

- b. **Program placements of more than thirty (30) days:** When space is available, the Center shall accept Department referrals, except for specific cause. In the event of a disagreement between the center director and the DOC regarding acceptance of a referral, the participant (**furloughee***) shall remain at the sending institution until the issue is resolved by the Deputy Commissioner. A written record will be submitted by both parties and submitted through the Director of Institutions to the Deputy Commissioner, and a final determination shall be issued. The written record will contain sufficient evidence and documentation to substantiate respective positions. Other placement procedures shall be in accordance with most current adopted CRC Standards. (*Clarification: Only furloughee referrals may remain at the sending institution, others shall be placed in the CRC.)

2) Categories of Offenders: Offenders housed in a community residential center will either be furloughed or designated to the center. Contractors may categorize these residents into the following categories based on the resident's program needs:

- a. ***Furlough Placement***

- (1) Furloughs: Felon and misdemeanor offenders who meet the statutory requirements for pre-release furlough eligibility and who are approved by the Department for up to three (3) years from their release date for purposes of work, education, vocational training or treatment as part of a graduated planned release from incarceration.

- b. ***Designated Program Placements***

- (1) Restitution: Offenders classified as either a felony or misdemeanor who have no history of the use of force or violence, may be designated to a CRC in order to provide restitution through participation in community work service, treatment and/or employment. These offenders will not be eligible to participate in the Multi-Level Program.
- (2) Court-Ordered Prob./Parole: Offenders with probation or parole conditions requiring residence in a CRC facility.
- (3) Voluntary Prob./Parole: Offenders under probation or parole supervision who volunteer for residence in a CRC at the request or suggestion of their probation officer. Voluntary placement is an intervention strategy other than incarceration for probation or parolees who are experiencing difficulty in adhering to their conditions of supervision while on probation or parole.

- c. ***Designated Non-Program Placements***

- (1) Unsentenced: Offenders designated or classified to a CRC as an alternative to incarceration in a state correctional institution.

Unsentenced offenders are not authorized in the community without direct supervision of CRC staff.

- (2) Confined: Offenders designated or classified to a CRC as an alternative to incarceration in a state correctional institution. Minimum security felons or misdemeanor offenders may only be authorized in the community when under the constant and direct supervision of CRC staff and/or third party DOC approved agency supervisors.
- (3) Exception: Department Policy and Procedure 818.07 allows for the housing of an offender at a CRC based on space availability if there is a delay between the time of release and the public transportation service departure. Upon release from incarceration, offenders awaiting transportation from the local area may reside temporarily at the CRC on a voluntary basis. Residents residing at a CRC as an exception to a regular program referral under Department of Corrections Policy and Procedure 818.07, will be required to sign a Community Residential Center Waiver, agreeing to abide by all CRC program policies and procedures.

d. ***Court Ordered Placements***

- (1) Judicial Supervision: Offenders placed in this supervision category are referred by the court and the level of supervision is determined by a specific court order. This category may include:
 - (a) Third Party: Individuals in unsentenced status for either a pending misdemeanor or felony, released from the Department of Corrections custody to the supervision of a Community Residential Center. These individuals are required to abide by specific court orders and CRC conditions until further action by the court, either sentencing or release.
 - (b) Drug Court: Community custody placements that are either in pre-trial or pre-sentence phase of their court process and are referred by the court for the specific purpose of participating in the Drug Court Programs.

- 3) **Statutory and Regulatory Provisions**: The statutory, regulatory, and service provision requirements vary for the offender populations listed. The populations may be housed within a single facility but shall be separated and managed separately to the extent necessary to comply with the current adopted CRC Standards. The applicable sections of Alaska Statutes and regulations covering these offender populations are included as an Attachment of the RFP. Current adopted CRC Standards governing services provision to these populations is included as **Attachment 14** of the RFP.

Q. Community Residential Center Operational Standards

The offeror must agree to abide by the minimum standards set out in the current adopted version of the Community Residential Center Operational Standards.

In addition, please present a plan for service provision of each of the specific items indicated below. Specify which (if any) services will vary for an offender population category. (Personnel policies are addressed under Chapter 3).

1. Physical Plant Sanitation-Hygiene-Housekeeping;
2. Safety and Emergency Procedures;
3. Food Service;
4. Program;
5. Medical Care and Health Service;
6. Resident Accounts;
7. Search and Surveillance;
8. Disciplinary Procedures;
9. Resident Removal;
10. Unlawful Evasion;
11. Use of Force;
12. Resident Grievances;
13. Records & Reports;
14. Citizen Involvement & Volunteers, and;
15. Monitoring & Evaluation.

R. Monitoring & Evaluation

In order to maintain quality services and ensure contract compliance, contact and communication between the Division of Institution and the contractor is essential. In addition to reviewing required reports from contractors, the department will conduct annual inspections of all community residential centers.

CRC inspection teams shall be selected by the Contract Oversight Officer, with representatives from DOC correctional institutions and field probation, whose responsibilities have required interaction with the CRC on a regular basis, or whose responsibilities require a knowledge of CRC standards and operations.

No later than sixty (60) days following the date of the inspection, the contractor shall receive a written report of the inspection team findings.

The contractor shall submit, within thirty (30) days of receipt of the inspection report, a written plan of action to address any area of non-compliance.

A contractor's failure to take appropriate corrective action will constitute a breach of the terms of the contract and may subject the contractor to appropriate action, up to and including termination of the contract.

S. PREA Compliance

The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

4.04 Staffing and Human Resources

A. Staffing Plan/Vacancies

The Contractor shall maintain a staffing plan and organizational chart that fully describes the facility organization and the relationships between functions, services and activities. The staffing plan shall identify any vacant or essential positions including but not limited to case management, food service, programs and security. The plan shall identify all security post assignments for the operation of all shifts, including any outside or off-premise assignments. The plan shall identify the minimum level of staffing that would be maintained on a daily basis for each functional area.

In addition to remedies provided in the contract document, the DOC may deduct from an invoice the Contractors' cost of any vacant position. "Vacant position" means any actual vacancy in a staff position in the institution engaged in the delivery or support of the operation and management services described in the proposal. It also includes a staff position that is filled with a person who does not possess the training, licensure, or credentials to perform the function. "Vacant position" does not include a vacancy in a position if the Contractor arranges for the service to be provided by another appropriately qualified individual, so long as the service is actually provided on the shift or during the hours and in the manner intended by the Contract. This adjustment shall not be considered a form of liquidated or actual damages, but is a withholding of payment for a service not received. Penalties related to staffing deficiencies or vacancies shall be imposed beginning thirty days from the date a position becomes vacant. For professional positions penalties will not be imposed until 60 days after the position becomes vacant. The amount of the penalty shall be equal to the position's salary and benefits as identified in the Contractor's budget document for the period the positions is vacant.

If the CONTRACTOR fails to fill a position as required or within the specified time-frame, see section 3.35 for penalties.

All positions identified in the response to this proposal will be assumed to be 40 hours per week unless otherwise stated. Unless expressly stated in the response, key supervisory positions identified will be assumed to be occupied by persons whose duties and responsibilities are exclusively associated with the management of

Alaskan prisoners. The Contractor will be responsible to report the vacancy rate monthly on a form provided by the State.

The Contractor must maintain a contingency plan covering work actions or strikes and include this as part of their personnel manual.

B. Staff Qualifications/Personnel

The Contractor shall maintain job descriptions and qualifications for all facility positions, including the Director.

The Contractor shall provide personnel to deliver twenty-four (24) hour care and supervision of prisoners, as well as administrative, treatment, and support service personnel for the overall operation of the facility according to the staffing pattern described in the proposal.

No changes in that staffing pattern may be made except by written agreement of the State and the Contractor.

Daily security staff assignment rosters that reflect both scheduled and actual assignments by shift and for each post shall be maintained for the facility.

C. Pre-employment Screening

No applicant or subcontractor shall be offered employment or access to the facility until a criminal background check, employment background check, negative drug test and reference check, at minimum, have been submitted, verified, and processed by the Contractor. Staff having direct involvement with the operation of the facility must never have been convicted of a felony or a crime involving moral turpitude (no exceptions). All procedures, forms etc. will apply equally to all levels of employees.

Quarterly random drug tests will be conducted and recorded for all staff.

Periodically all employee's criminal history will be rechecked.

D. Personnel Records

The Contractor shall maintain a personnel file for each employee that contains records of the background investigation, dates of employment, training records, performance objectives and appraisals conducted at least annually, disciplinary actions, commendations, and related records. All files shall be accessible to the employee and the DOC. Personnel requirements of the contractor shall convey to all on-site subcontractor personnel and volunteers.

E. Code of Ethics and Standards of Conduct

The Contractor shall adopt and assure compliance of policies and procedures similar to DOC Policy and Procedures 202.01, Code of Ethical and Professional Conduct and 202.15, Standards of Conduct. The Contractor shall submit their related policy and procedures to the DOC for review and approval. The contractor shall notify employees and subcontractors of the standards of conduct and document this information in the individual's personnel file. The employee shall sign an acknowledgment form stating he/she understands the standards of conduct.

If any employee of the Contractor violates any of the rules or standards set forth in the DOC ethics and standards of conduct policies or the equivalent Contractor's policies that have been approved by the DOC; the Contractor shall immediately appraise the Contract Oversight Officer by telephone, followed in writing within 72 hours. The DOC reserves the right to exclude from employment any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

F. Drug-Free Workplace

The CRC facility and its campus will be drug and alcohol free. The Contractor agrees to comply with all applicable federal, state, and local laws relating to maintaining a drug-free workplace and further agrees to require all of its staff, residents and subcontractors to comply with the same.

G. Personnel Policies

The contractor shall develop written personnel policies that reflect the contractor's management philosophy and include the following:

1. Organizational chart;
2. Annual staff development plan;
3. Recruitment and selection procedures;
4. Promotion;
5. Job qualifications and job descriptions;
6. Affirmative action;
7. Grievance and appeal procedures;
8. Orientation;
9. Employee evaluation;
10. Personnel records;
11. Compensation, benefits, holidays, leave [annual, holiday, maternity and sick];
12. Hours of work; and
13. Disciplinary procedures, terminations and resignation.

The Contractor shall maintain written personnel policies available to all staff and accessible to employees. The policies shall assure equal employment opportunities, avoid any discrimination, address hiring practices, promotions, grievance procedures, staff development, performance appraisals, benefits, disciplinary procedures, and terminations. These documents shall be reviewed at least annually.

H. Collective Bargaining Agreement

The Contractor shall include in any Collective Bargaining Agreement applicable to the Facility, a provision that no strike will be held during the term of the Contract. It shall also include a provision that neither the Union or Management will call or support a strike.

In the absence of a Collective Bargaining Agreement, the contractor shall require their employees to sign an agreement that they shall provide uninterrupted service in return for adequate consideration including a grievance procedure and shall not strike or interrupt service without 10 days notices.

I. Security and Background Checks

The Department of Corrections reserves the right to refuse contractor utilization (for provision of services under the terms of any contract/subcontract awarded as a result of this RFP) of any individual deemed by the Director to pose a security risk. The Department of Corrections requires personnel providing contract services to comply with background checks. (See Section 2.08 and 3.13 for additional information on Background checks).

In addition, the 2010 Standards state: Prior to employing any individual providing services under DOC contract, the contractor will review a current certified copy of the Alaska State Department of Public Safety (D.P.S) record, notating any criminal history for the applicant and (the contractor will) exclude from any employment any person currently under DOC supervision or indictment for any offense. DPS screening will be maintained in the employee personnel file.

In the event an applicant submits a DPS criminal history report with a reported FBI number the CRC Director will immediately provide written notification to the Contract Oversight Officer. The notification will include a Waiver and Authorization to Release Information Form signed by the applicant and witnessed by the Director and/or designee. The Contract Oversight Officer will then conduct a review of any additional criminal history information and discuss the findings with the CRC Director before offering employment to the applicant.

In the event the background investigation reveals the employee/applicant has misrepresented or omitted significant facts concerning his/her personal history, the contractor will not appoint the applicant and/or will discharge the employee if an appointment has been made, unless the Director of Institutions approves, in writing, the appointment of the employee/applicant.

The contractor must have adequately trained, physically able, paid security staff, awake and on the premises to provide 24-hour coverage, seven days a week.

- Minimum staffing requires two security staff members on duty on a 24-hour basis in facilities housing up to 25 residents; three staff, designated as security, must be on duty on a 24-hour basis in facilities housing 26 or more residents, four security staff for 100 residents and five security staff for 150 or more. Security staff will be assigned the specific responsibility of monitoring resident activity and maintaining the security of the facility and may perform additional duties that may be required.

- Case management staff, working with program offenders, should be allocated at a ratio of one for 50 - 60 residents.

The staffing pattern of the facility shall concentrate case management on the premises at times when most residents are available in the facility.

The contractor must maintain copies of job descriptions, for all staff positions performing services under this contract, which accurately describe duties for the position and include, at a minimum: job title, responsibility of the position, and the required minimum education and experience. The contractor will likewise maintain such information for any contract and sub-contract staff retained under this contract.

The minimum qualifications for all contract and sub-contract employees providing direct or indirect services under these established standards shall be:

- High school diploma or has passed a General Education Development (GED) test;
- Must be 19 years of age, or older at time of employment;
- Have a valid Alaska Drivers license and be insured by the contractor;
- Complete a full criminal background investigation to include fingerprints, NCIC/NLET check to determine criminal history;
- Submit to a drug test, with negative results. Quarterly random drug tests will also be required for contract and subcontract employees.
- Submit to a drug test, with negative results. Quarterly random drug tests will also be required for contract and subcontract employees.
- Never convicted (by a civilian court of Alaska, the United States, or another state or territory, or by a military court) of a felony;
- During the past ten (10) years not convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of a misdemeanor crime that resulted in serious physical injury to another person;
- During the past ten (10) years, not convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of two or more driving-while-intoxicated offenses or chemical test refusals;
- Never convicted of a crime of domestic violence;
- Never illegally manufactured, transported, or sold a controlled substance, and;
- During the past ten (10) years, not been convicted (by a civilian court of Alaska, the United State, or another state or territory, or by a military court) of a misdemeanor crime of dishonesty.

The minimum education and experience qualifications for the position of agency administrator (who directly supervises the CRC director/facility manager) are a

Bachelor's Degree in one of the Social or Behavioral Sciences or a related field or four years of experience and training at the supervisory level.

The minimum education and experience for the position CRC Director (who directly supervises the CRC operation of 50 or more beds) is a Bachelor's Degree in psychology, social work, counseling, criminal justice and/or related field plus one (1) year management in the operation of a Community Residential Center (CRC); or three (3) years program management experience in the field of criminal justice, social work, community development, social services, or related field, one (1) year of which includes experience in the management of the operation of a CRC or in facilities similar to a CRC.

For facilities smaller than 50 beds: The above standards apply except that equivalent experience may be substituted for the one (1) year of experience in management of the operation of a CRC or in facilities similar to a CRC.

The contractor shall be required to provide the Contract Oversight Officer with a letter of appointment for all CRC Directors. The letter shall include such documentation as a current resume, job application and any prior work related evaluations demonstrating that the applicant meets the minimum qualification.

The contractor must maintain a complete, confidential and current personnel record for each employee. Written policy and procedure shall provide for the confidentiality of the record and provide for employee challenge of information that is in the file, which stipulates that the information may be corrected or removed if proved inaccurate or found to be in violation of personal privacy unrelated to employment.

The contractor shall develop a written policy and procedure, which provides for regular performance reviews of all employees. Such reviews shall be completed at least annually. The review must be written, discussed with the employee, and signed by both the employee and the evaluator.

The contractor shall have a written policy to prevent conflict of interest, which specifically states that no employee may use his or her official position to secure privileges or advantages.

An initial orientation shall be provided to all new employees during the first week of employment, with documentation maintained in the personnel file.

The contractor shall develop policy and procedure to address employee/resident allegations of sexual misconduct.

When the director becomes aware of an allegation, or allegations, of sexual misconduct the contractor shall immediately telephonically notify the Contract Oversight Officer of the employee/resident allegations of sexual misconduct. The contractor shall provide a written report detailing the allegation and/or violation of staff misconduct that violates the Code of Ethical and Professional Conduct, Standards of Conduct or violation of state or federal law. The contractors shall, after discussing the misconduct with the Contract Oversight Officer, notify local law enforcement to determine if an external investigation is required and to determine if criminal charges are to be filed based on any official law enforcement investigation.

Prior to employing any individual, providing services under DOC contract, the contractor will review a current, certified copy of the Alaska State Department of Public Safety (D.P.S.) Information Network (APSIN) record and a review of the National Law Enforcement Tracking System (NLETS) record in each state in which the prospective employee has resided. These record checks must be provided to the DOC, along with two (2) sets of fingerprints. The Contractor shall exclude from any employment any person currently under DOC supervision or indictment for any offenses. The criminal record check (if not done by the DOC) and one (1) set of fingerprints shall be maintained in the employee personnel file. In the event an applicant submits a D.P.S. criminal history report with a reported FBI number the CRC director shall immediately provide written notification to the Contract Oversight Officer. The notification shall include a waiver and authorization to release information form signed by the applicant and witnessed by the CRC director or designee. The contract oversight officer will then conduct a review of any additional criminal history information and discuss the findings with the CRC Director.

In the event the background investigation reveals the employee/applicant has misrepresented or omitted significant facts concerning his/her personal history, the contractor shall not appoint the applicant and/or discharge the employee if an appointment has been made unless the Director of Institutions approves, in writing, the appointment of the employee/applicant.

4.05 Training

The contractor shall develop an annual staff-training curriculum to provide CRC staff with essential training related to code of ethics, standards of conduct, use of force, surveillance, facility and resident searches, resident employment, suicide prevention, urinalysis collection and breath-analysis testing, disciplinary procedures and other related topics. All employees will participate in forty hours of training and education annually.

4.06 Fiscal Management Practices

A. Indigent Prisoners

The Contractor will provide for the needs of Indigent Prisoners consistent with DOC Policy 808.12 Photocopying For Prisoners, 810.03 Prisoner Mail, and 806.02 Prisoner Hygiene, Grooming and Sanitation. See Section 4.02 for the definition of "Indigent Prisoner".

B. Resident Trust Accounts

The contractor shall develop a written policy and procedures that are in line with sound accounting practices. Additionally, the policy and procedures will govern the receipt and disbursement of resident funds, provide for financial assistance to the resident, allow the resident reasonable access to their funds, and ensure that the required subsistence and medical payments are collected.

Account ledgers must be established for each resident, which document all money deposited to and disbursed from their financial account. Residents should be provided reasonable access to these records.

Residents will not be authorized the use of any form of credit, automated teller machine, personal savings or checking account or other form of financial transaction, without specific prior approval of the CRC director and notification to the supervising probation officer. Offender supervision participants are responsible for their own finances, these include food, medical, dental, mental health treatment, and incidentals to maintain themselves in the community.

Residents must receive a receipt for all money deposited to their account and documentation of the resident's signature will be required for each disbursement.

For each program resident, the case manager shall assist in the development of a written budget and savings plan, which is updated periodically to reflect any change in resident earnings or liabilities and plans for release.

Program residents residing in the center will be required to submit twenty-five percent (25%) of their gross earnings, excluding personal gifts, (not to exceed the contracted regular bed rate) to the State of Alaska. Earnings are defined as wages, salaries, commissions and tips earned by the resident during the period in which they reside in the CRC.

All furlough, probation/parole, and restitution residents who have been court-ordered to pay fines and/or restitution shall be responsible for setting up a payment schedule with their case manager once employment has begun, or if sufficient funds are available in their Resident Trust Account. This amount will normally be specified on the furlough agreement or court paperwork but in the absence of such guidance, the amount will generally be twenty percent (20%) of their net wages.

Offender supervision participants are required to submit payroll receipts showing gross income and hours worked as verification of their employment. The offender is responsible for the payment of twelve and a half percent (12.5%) of gross earnings to the State, to be collected by the CRC.

The contractor shall verify resident earnings by the verification of residents' rate of pay and review of employed hours. Copies of all residents' pay stubs will be kept in their case file.

As appropriate, the following disbursements will be incorporated into each resident's budget plan:

- 25% of gross earnings subsistence payment (Not to exceed the cost of care).
- Support to the dependents of the resident and child support payments as required by AS 09.65.132 and specified by the court.
- 20% of net earnings for any restitution or fine ordered by the court.
- Any civil judgment arising out of the criminal conduct of the resident.
- Reimbursement to the State for an award for violent crimes compensation arising out of the criminal conduct of the resident.
- Any disciplinary sanction wherein restitution or reimbursement is outstanding.
- The resident's account.

No later than the 20th of each month, the contractor shall submit to the contract oversight officer, a monthly residents financial report detailing all residents' earnings, account deposits and disbursements to include restitution, fines paid and subsistence collected, with a check for the total residents' subsistence collected.

The CRC will withhold twenty-five percent (25%) of the resident's gross earnings while residing in the CRC with the exception of each resident's last paycheck accrued, but not scheduled to be received prior to the resident's release from the CRC.

For any resident who unlawfully evades custody, the CRC will forward all funds in that resident's trust account to the Contract Oversight Officer for deposit into the General Fund.

Residents found in possession of funds not authorized by the CRC or the supervising probation/parole officer will have those funds treated as contraband in accordance with AS33.30.261. If, after a disciplinary hearing, a resident is found to have been in possession of contraband funds, they shall be forfeited to the state and forwarded to the Contract Oversight Officer for deposit into the general fund.

The contractor shall ensure all resident accounts established with financial institutions by the contractor for the safe keeping of resident funds will be a non-interest bearing account.

C. Resident Funds From Outside Sources

Residents are permitted to receive funds from outside sources.

D. Financial Audit

The contractor will be required to obtain a complete financial audit by an independent Certified Public Accountant, according to generally accepted accounting standards, when the contract amount is equal to or greater than \$150,000.00 annually. A copy of the completed audit covering funds expended from each State fiscal year must be submitted to the Contract Oversight Officer Brann Wade, Division of Institutions, 1300 East 4th Avenue, Anchorage, Alaska 99501 by no later than (90) days following the end of the Contractor's fiscal year end. In the event that the contractor's fiscal year differs from the State fiscal year, an extension may be granted by the Director of Institutions or designee upon submission of a written request by the contractor prior to the audit deadline.

E. Fiscal Reports

The Department may modify the content and format of fiscal reports during the course of the contract period. Prior to the implementation of any new reporting requirements, the Department will consider the resources necessary to implement any new change. The contractor will be required to comply with any new reporting requirements.

- The contract agency operates under an annually written budget of anticipated revenues and expenditures, which is approved by its governing authority.
- The contractor has a budgeting and accounting system, which links the cost of program function to the resources necessary for their support.

- Written policies govern revisions in the budget.
- The contractor has a written policy and procedure that specifies that the methods used for receipt, safeguarding disbursement and recording of funds comply with accepted accounting procedures. The policy shall include at a minimum: internal controls; petty cash; bonding; signature control on checks; resident funds and employee reimbursement.
- The contractor will submit their quarterly financial report which compare actual expenditures to budget authorization for each major expenditure category. Explanations shall be provided for category variances in excess of 10%. Submission of these reports is required no later than forty-five (45) days following the end of the State fiscal quarter. These reports will be submitted to the Contract Oversight Officer Brann Wade, Division of Institution, 1300 East 4th Avenue, Anchorage, Alaska 99501.
- A contract agency that does not have a federally approved indirect-cost rate may include administrative costs in the budget. These costs must be identified in the budget as direct costs.
- The contractor shall ensure all resident accounts established with financial institutions by the contractor for the safe keeping of resident funds will be a non-interest bearing account.

4.07 Resident Management Practices

A. Resident Communication

The Contractor shall make available to residents, written communication forms for the purpose of contacting staff to resolve questions and problems. The Contractor's staff shall provide timely answers.

B. Resident Reception and Orientation

The contractor shall develop a written policy and procedure which details the intake process of residents to the facility.

Upon admission, an intake form shall be completed which includes at a minimum:

- ACOMS Number;
- Name;
- Address;
- Date of birth;
- Sex;
- Race or ethnic origin;

- Reason for referral;
- Who to notify in case of emergency;
- Date of information gathered;
- Name of referring and/or supervising probation officer;
- Special medical problems or needs;
- Legal status, including the length and conditions of the sentence;
- Resident case record number; and
- Signature of both the resident and the staff taking the information.

The contractor's intake policy and procedure shall stipulate that each resident receives an orientation to the program, which includes, at a minimum:

- Services available to residents;
- Fire safety and emergency procedures;
- Rules of conduct and disciplinary procedures;
- Program goals; and
- The use of public transportation system (in metropolitan areas).

The resident shall have the opportunity to review and discuss the orientation information, which is verified by the signatures of the resident and the staff providing the information.

The contractor's written policy shall stipulate that assistance will be provided to residents who have learning disabilities or language barriers which could prevent the resident from learning or understanding center rules or the requirements of placement.

C. Rules and Discipline

The contractor shall develop a written policy and procedure, which details the rules of the facility, disciplinary procedure and time lines and the sanctions, which may be imposed for violations of these rules.

The contractor shall submit, to the DOC Contract Oversight Officer, the list of sanctions, which may be imposed for violations of center rules. These sanctions may include reprimand, restriction to the facility, extra community work service, loss of level status, loss of recreational privileges, and similar action. Changes to this approved list of sanctions must be approved by the contract oversight officer prior to implementation.

Certain sanctions may occasionally have an impact on the resident's ability to perform his or her employment, but restriction from employment in and of itself may not be used as a disciplinary measure.

The contractor shall provide a written policy and procedure stating that residents are not to be subjected to unusual punishment, mental abuse or punitive interference with the daily functions of living, such as eating or sleeping.

The contractor shall develop a written policy and procedure detailing the process by which the resident may appeal these disciplinary actions and sanctions to an impartial authority that has played no role in the disciplinary process. This appeal process need not be applicable for house rules violations.

Upon admission to the facility, each resident shall receive a copy of these rules, disciplinary process, and sanctions. Documentation of receipt and understanding, with resident signature, must be maintained in each resident file.

The rules of the facility shall be posted in a prominent place. CRC staff shall enforce the rules of conduct uniformly and without prejudice, or favoritism towards any resident or class of residents. The facility rules must clearly state that sentenced and unsentenced misdemeanant and restitution placements have no specific rights to be admitted to or remain in the facility and they may be removed and returned to the physical custody of the Department at any time and for any reason at the discretion of the department.

A record of all disciplinary action shall be maintained in each resident's case file and detailed on the monthly resident progress report to the supervising probation officer.

Article 5 of the Alaska Administrative Code, Programs, 22 AAC 05.300 (g) subjects a prisoner housed in a contract facility to the provisions of Article 6 of the Alaska Administrative Code, Discipline, Section 05.400 through 05.480 defines prohibited acts for persons in correctional facilities by severity categories: Major, High Moderate, Low Moderate and Minor. These prohibited acts are applicable to all offenders in a CRC and shall be incorporated into the contractor's disciplinary procedures.

D. Housing of Residents

The contractor shall provide documentation that the facility complies with all provisions of the applicable zoning ordinances, and building codes; this includes mechanical devices (e.g. boilers, elevators, etc.) requiring periodic inspections and certifications, as well as applicable provisions of the Americans with Disabilities Act.

All sleeping areas shall be well lit, ventilated and provide some degree of privacy.

Residents are required to participate in the general cleanliness and maintenance of the overall center, their individual units, and their personal living areas.

Residents may decorate their personal living areas with personal items that do not display nudity or sexual acts/behavior, promote or advertise alcohol or other drugs, or imply racist or prejudicial attitudes.

The contractor shall ensure that residents are afforded a reasonable degree of privacy. Co-educational facilities must provide for separate sleeping, bathing, and toilet facilities by gender.

The contractor's facility shall be accessible to the physically handicapped and must provide equal access and services to residents, visitors, and staff.

Designated program space must be available for counseling, visiting and recreational purposes and should provide residents with the opportunity for recreational and leisure time activities.

The contractor shall outline, at the time of the original proposal, any security devices to be utilized in the facility.

At a minimum, the facility must have one (1) operable toilet for every ten (10) residents, one (1) shower, or bathing area for every eight (8) residents and one (1) wash basin for every six (6) residents.

The facility shall have one (1) operable washer and one (1) operable dryer for every sixteen (16) residents or the equivalent laundry capacity will be available within one (1) mile of the facility, or the contractor shall make alternate arrangements for service.

Telephone facilities will be accessible to all residents.

E. Resident Grievances

Residents shall have the ability to air grievances related to the facility conditions, services, and treatment in accordance with DOC policy 808.03 Prisoner Grievances.

The Contractor shall provide, at their expense, someone designated as a Grievance Coordinator.

The Contractor shall develop a written policy and procedures, which governs the resident grievance procedure similar to those described in Alaska Administrative Code 22.05.185. It should be noted that matters concerning classification and discipline may not be subject to a grievance, but must only be raised through an appeal of those actions.

If the grievance filed is against the Department of Corrections, form 808.03 (c) shall be used and procedures outlined in DOC Policy and Procedure 808.03 followed. Grievances alleging failure to provide medical, dental, or mental health services are to be logged in the facility grievance log and forwarded to probation officer.

No later than the 20th day of each month, the contractor will forward copies of all completed grievances to the contract oversight officer for review.

The contractor shall utilize a grievance log to record all action relating to resident grievances, to include:

- Resident's name;
- Resident status;

- Date grievance filed;
- Subject matter;
- Investigator assigned & date;
- Date findings received;
- Date decision returned to resident;
- Appeal request; and
- Final action taken.

F. Resident Death

In the event of a death of a resident, the Contractor must immediately contact law enforcement if it appears criminal activity was involved. For any death, the Shift Supervisor of the closest correctional institution will be notified immediately. The Shift Supervisor will notify the Superintendent. The DOC will be responsible to notify the next of kin.

The costs of disposition of the body will be borne by the DOC. The Contractor is responsible to obtain a certified copy of the death certificate and forward it to DOC.

G. Research

Any research conducted by the Contractor will be consistent with DOC Policy 501.02, Research Activities.

H. Use of Force

The Contractor must follow Alaska policy 1208.09, Use of Force. If the contractor requests to use an alternative policy, this must be approved in writing by the Director of Institutions.

The contractor shall develop a written policy and procedures, which govern the use of force in the facility, prohibit the use of personal abuse and corporal punishment, with the safety of residents and staff to be given the highest priority.

The use of physical force shall be resorted to only:

- In instances of justifiable self-defense;
- To prevent harm to others;
- To prevent self-inflicted harm; and
- To prevent loss or damage to property.

Only the degree of force necessary to control the resident shall be utilized and must terminate once the resident is subdued.

The presence of firearms, stun guns, pepper spray/mace, or restraints is prohibited in the CRC.

Incidents involving the use of any degree of force by contractor staff shall be reported telephonically to the supervising probation officer and the Contract Oversight Officer immediately, with a written report forwarded within twenty-four hours of the incident. A copy of the report shall be maintained in the resident file.

I. Transportation of Residents

Include a brief plan for offender transport to and from closest institution, and to and from work (if public transportation is not available). Include costs in budget and budget narrative section. The offeror will be responsible for establishing regularly scheduled transportation routes between the hours of 1000 and 1900 in order to provide transportation for a minimum of the following (see standards for more detail):

- Initial transfer of offenders from State Correctional Center to CRC facility, six (6) days a week;
- Employment, education and treatment needs not provided by the public transportation system.
- Regularly scheduled medical appointments at the designated state Correctional Center and other scheduled medical appointments where public transportation is not feasible. Regularly scheduled is defined as: those appointments scheduled in advance as well as those scheduled with little or no notice to CRC staff, and are required during normal transport hours (1000 to 1900 six days a week). Most of these transports will require round trips between the designated state Correctional Center and the CRC facility.
- The specific hours of contractor provided transportation routes will be established by mutual agreement of the DOC and the successful offeror.

J. Escapes or Unlawful Evasion

The contractor shall develop a written policy and procedure designed to effectively detect unlawful evasions and provide for the prompt notification of the appropriate DOC official. In accordance with A.S. 11.56.340, a resident commits the crime of unlawful evasion if, while charged with or convicted of a felony or a misdemeanor the resident fails to return to the place of confinement or residence within the time authorized by the CRC.

The Contractor shall provide a detailed security plan and procedures for notification of DOC Officials. Notification: In addition to requirements as specified in the current adopted CRC Standards (Page 74-75), the successful offeror will be required to notify the Contract Oversight Officer within twenty four (24) hours of any escape/or evasion from the CRC.

The determination that a resident has unlawfully left an approved location shall be made immediately upon determining that a resident is not where they should be and all efforts to locate the resident have failed. Efforts to locate the resident, prior to notifying the appropriate DOC official, will not exceed one hour.

Furlough, restitution, confined and unsentenced placements who are determined to have unlawfully left from a CRC, are subject to prosecution under the criminal laws of the State of Alaska or any local municipal ordinances.

K. Arrest Authority

The Contractor will comply with all state laws regarding authority to arrest. The extent of arrest authority will be documented in writing by the law enforcement agency with jurisdiction. This documentation will be forwarded to the Director of Institutions within 30 days of the Service Commencement Date. Note: arrest authority remains with the DOC. Contractor must only comply with any authority to arrest requirements.

L. Delivery and Return of Residents

Upon demand by the DOC, the Contractor will relinquish to the State, physical custody of any resident, unless the Contractor's compliance would cause the Contractor to violate the order of a court of competent jurisdiction.

M. Searches of Residents and Center Areas

In order to ensure effective control of contraband and to locate lost or stolen property, the contractor shall develop written policy and procedure requiring the systematic search of facility common areas and resident living quarters.

All searches of prisoners must be done in accordance with DOC Policy 1208.08 Searches of Prisoners and Institutional Areas or a Contractor's policy that has been approved in writing by the Director of Institutions.

N. Reporting of Daily Count

The successful offeror will be responsible for the reporting of daily offender counts to all local correctional institutions and to the central classification office. This report will be as of: Midnight, 00:01 a.m. daily, and according to bed type as follows:

- Female Beds;
- Confined, Restitution Center, and Unsentenced Misdemeanant;
- Probationers/Parolees;
- Furloughees.

O. CRC Program

The core of any adult community residential center is the program it offers. This program must be responsive to the residents' individual and collective needs and provide increasing opportunities for residents' independence and responsibility. The residential community program is most effective when it helps direct the focus of correctional efforts in a careful balance between custody/control and assistance. At a minimum, the residential community program seeks to release residents to the community with an established residence, means of financial support, and a network of community support to assist in further transitional issues. The CRC program is

intended to support increased independence, responsibility and preparation for pro-social community engagement and living.

The following program elements shall be developed:

- Individual Case Management and training related to acquiring appropriate employment, job training, academic and vocational opportunities, money management skills, re-establishment of family ties and adjustment to the CRC and the community.
- The program provides comprehensive case management services and referrals based on individual need through in-house or referrals to community providers.
- Assistance with all aspects of community transition, to include addressing offenders' needs for employment, housing and aftercare counseling referral.

P. Cognitive Skills / Educational Service

The Department of Corrections believes that all offenders are responsible for their criminal behavior. The Offenders Supervision Program (OSP) will provide offenders with an educational program that focuses on issues such as thinking precedes behavior and offenders must learn to accept responsibility for recidivistic, pro-criminal attitudes, values, beliefs, and their resultant behavior. Offenders referred for OSP could benefit from personal, interpersonal and cognitive skill building that collectively constitutes effective pro-social behavior. OSP participants will learn alternative problem solving skills through cognitive self change in a safe, experiential individual and group environment. Participants will be offered education to develop pro-social, non-criminal behavior. They will learn to examine their thinking and learn they have the power to control how they think and thus, how they behave.

Motivation to change is based on self-understanding where the offender is taught to realize that thoughts, beliefs, and attitudes determine criminal behavior, which is in his/her control. The offender will be taught alternate ways of thinking. Thus, the offender will choose to change or to stay the same. Creating conscious choice and accepting consequences for deviant behavior is at the heart of motivating antisocial offenders to change. This is not permissive or tolerant and the offender will be held accountable for inappropriate or non-compliant behavior.

All program components of OSP will have a cognitive approach and problem solving focus. The cognitive approach underpins all components of OSP and current national research supports the belief that offenders who are involved in a social learning treatment modality can change. If treated with the appropriate programs, the risk to the community is minimized.

Cognitive skills development can be defined as a self-change program for offenders using a cognitive approach that occurs in individual and group settings facilitated by a group leader.

The scripted curriculum called "Thinking for a Change - Integrated Cognitive Behavior Change Program" is endorsed by the National Institute of Corrections (NIC) and is used in correctional systems in several states. Many DOC staff have been trained in this scripted curriculum. The curriculum is available for review upon request and notification to the CRC-Contract Oversight Officer.

Scope of Work: The cognitive approach will be consistent with the philosophy and program model of the Department of Corrections. The contractor will have expertise in program implementation, evaluation, and training of cognitive groups, preferably for criminal offenders and is able to fulfill the dual role of staff advisor and group facilitator. The contractor will teach victim empathy and pro-social behavior, train offenders in alternative problem solving, offer performance feedback, identify and address criminal thinking errors, teach pro-social behavior and problem solving, assist offenders in creating pro-social environments and use modeling and role play. The contractor will communicate clearly, set limits, relate affect to behavior, analyze thinking and feeling, identify a variety of approaches to changing offender behavior and have a warm sense of humor. Essentially, the contractor will become the mirror for offenders as they journey through the self-change process.

During the intake assessment and during the course of the contract, the contractor is expected to coordinate, negotiate, compromise and problem solve with OSP staff and other on-site providers for purposes of the offender achieving the best possible outcome. The department proposes a joint effort in Fairbanks and proposes that this service is coordinated with the Fairbanks Probation Office. Space is available at the Fairbanks Probation Office to hold scheduled classes.

Additionally, the contractor will:

- Oversee the quality of program delivery and provide consultation to maintain program standards.
- Measure outcomes at 3, 6, and 12 month intervals. The contractor will be expected to be part of the team to assess outcome measures.
- Consult on all aspects of the cognitive program delivery to all levels of DOC staff.

The Offender Supervision Program has developed criteria for measuring outcomes of changes in client thinking. Examples would be Criminogenic Risk Factors, (as defined by Dr. Samenow and Dr. Yokelson), and its own system which measures improvements in client attitude, participation, attendance, and homework in regard to the client's overall involvement in the Cognitive Skills Component programming. In addition to this measurement criterion, the successful contractor will be encouraged to propose new, more effective ways to measure changes in client thinking/behavior.

The contractor will not be responsible for contacting participants after the course has been completed or after the contract has expired. At the time of the participant's discharge summary, the contractor would document the participant's progress and suggest what behavior or attitude the probation officers could monitor in their on-going supervision. The discharge summary should be forwarded to the offenders Probation Officer.

A. Records and Reports: The contractor will develop and maintain a written documentation system of records for each offender in the program to include the offender's group work or progress notes, thinking reports including those presented in group, and documentation of team meetings which will include summaries and evaluation of progress. Progress reports will include offender action steps, objectives and goals and should be available following team reviews. Records will remain the property of the DOC.

The contractor will provide an intake assessment and a discharge summary that will document cognitive progress/change to include the following attitudes or behaviors (Center for Action Research, 1992): belief that criminal behavior or drug used is

wrong, favorable attitudes toward police, belief that others regard you positively, acceptance of rationalizations for criminal behaviors, sense of powerlessness/fatalism, normlessness/accepting illegitimate means, susceptibility to peer influence toward deviance, exposure to criminal friends, perceived prospects for achieving life goals, problem solving ability, empathy for other, self-control, intolerant attitudes toward drug use, etc.

The contractor will maintain a record of all assessments including dates, offender needs, contact with on-site staff, and recommendations. The contractor will provide DOC attendance records of all participants following each class and before the start of subsequent classes.

- B. Service Schedule:** The Division of Institutions is requesting existing contractors to propose providing service approximately **40** hours per month. The maximum hours anticipated each year is **600**. The total hours will accommodate direct services to group participants, preparation time for groups, individualized assessments or sessions, homework, review/feedback, in-service DOC training/consultation, staff meetings, and oversight of additional cognitive groups facilitated or co-facilitated by DOC staff.

The times available for services are Monday through Friday with some evening hours available between 6:00 p.m. and 9:00 p.m. for groups. The DOC OSP Furlough/Supervision Probation Officer will mutually agree upon the final schedule. Because this program relies on collaboration, each component of the program will need to be coordinated with the other components, and flexibility in program schedules is critical. The contractor must take into consideration that one offender may be scheduled for multiple groups (education and cognitive skills).

Cognitive skills groups are expected to run concurrent with other OSP services. It is anticipated that two groups, each consisting of **7-13** participants, will meet once a week for approximately two to two and one-half hour each meeting. The contractor will implement several different groups over the course of the contract, impacting at least **35** offenders each year.

The Department may increase or decrease the provision of cognitive skills depending on the number of persons incarcerated and upon legislative appropriation of funds.

- C. Monthly Reports:** Monthly itemized bills and a monthly-itemized report is due by the 5th of each month. This itemized report will include a statement of activities, student progress reports and attendance. Statistics on the extent of prisoner participation in the program is also required. A form will be provided to the contractor.
- D. The Contractor will Provide:** Access to program equipment (computer, copier, etc.), books and supplies needed to perform the services required. The Department reserves the right to deny any request for additional materials due to security and/or budgetary considerations.
- E. Experience and Qualifications:** Minimum Required Professional Qualifications: Individuals providing classroom instruction must have at least a bachelor's degree in education, counseling, social or behavioral science or a closely related field.

A resume and experience of each person to be involved in delivery of services must be included with the contract amendment. The contractor should ensure that the

person demonstrates experience in developing and maintaining a cognitive restructuring program, experience working in the criminal justice field, teaching experience, experience with cognitive self-change program and experience in group work.

Provide a list of names, addresses, phone numbers, and dates of service of current or previous contracts, clients, or employers you have provided these services for.

Questions regarding the staff providing services:

- [a] Does the individual(s) assigned to provide the services have experience as a facilitator/educator to offenders or otherwise in the criminal justice field, to adults in general, and have experience in cognitive skills development?
- [b] Is the resume(s) complete and does it demonstrate a background that would be desirable for individuals engaged in the work the Department requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work in the program? Does the personnel have required certification?
- [d] Has the contractor provided a list of previous clients or employers including addresses, phone numbers, and dates?
- [e] How reasonable are the costs?
- [f] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the contract amendment?

EDUCATIONAL SERVICES

The Department of Corrections believes that all offenders are responsible for their criminal behavior. The Offenders Supervision Program (OSP) will provide offenders with an educational program that focuses on issues such as thinking precedes behavior and offenders must learn to accept responsibility for recidivistic, pro-criminal attitudes, values, beliefs, and their resultant behavior. Approximately 15 participants will cycle through the program every four months with the program impacting at least 35 offenders per year. OSP will attempt to intervene and stabilize offenders by reducing recidivistic behavior and imminent revocation and incarceration. OSP will assist offenders in developing skills for a positive, non-criminal lifestyle, thereby improving public safety and reducing prison crowding.

In addition to the Education component, other services being provided to program participants include enhanced surveillance, enhanced supervision, cognitive restructuring/social skills development, victim impact services, and special assistance to bring clients into compliance doing community work service and paying restitution.

It is estimated, approximately one-fourth of the offenders will be probationers and/or parolees participating in the OSP and specifically those participating in the ABE/GED component will have unmet educational needs. The educational coordinator for ABE will offer basic academic instruction in reading, writing and computational skills below the ninth grade level.

(ABE services adults whose inability to speak, read, or write the English language and/or perform basic math computations prevents their functioning at the highest level of their ability to meet family, job and societal responsibilities.)

The GED component includes instruction to enable them to successfully pass all required tests for the General Education Development High School equivalency certificate. GED preparation includes instruction in the areas of writing, science, social studies, reading comprehension, and mathematics for grade levels 9 through 12.

Participants enrolling in ABE/GED will be counseled and tested using appropriate instruments for math and reading ability; thereafter they will be placed into classes, or one-on-one instruction, based on their need and abilities.

Scope of Work: The Department of Corrections, Division of Institutions requires the services of a qualified individual possessing a minimum a bachelor's degree in education and possess a current Alaska teaching certificate. To provide education services in the area of ABE, GED assessment and preparation, and Academic counseling to persons participating in the Offender Supervision Program in the Fairbanks Community Residential Center.

- A. **Standards and Tasks:** The Department of Corrections strives to meet established educational standards within the inmate education programs whenever possible, including regulations established by the Federal and State Departments of Education.

The ABE and GED program is to be operated using procedures similar to those found in community adult education agencies. All applicable State and Federal regulations regarding the administration, scoring and test security of the GED are to be followed.

The contractor must adhere to all Department security regulations and receive a security clearance, orientation, and training. The successful proposer will be expected to adhere to Department policies and procedures.

- B. **Educational Programming and Instruction Required:** Participants enrolling in ABE/GED will be counseled and tested using appropriate instruments for math and reading ability; thereafter they will be placed into classes, or one-on-one instruction, based on their needs and abilities.

Adult Basic Education (ABE): Education for adults functioning at an eighth grade level or below whose ability to speak, read, or write the English language constitutes a substantial impairment of their ability to obtain employment commensurate with their ability. ABE is designed to help eliminate such inability and raise the level of education of those individuals with a view to: making them less likely to become dependent on others; improving their ability to benefit from occupational training; increasing their opportunities for more productive and profitable employment and making them better able to meet their adult responsibilities.

General Education Degree (GED): Preparation to enable individuals who have not graduated from high school to successfully obtain a general equivalency diploma. General education development studies include the areas of writing, science, social studies, reading, and mathematics for grade levels 9 through 12.

The GED instructional program provides learning experiences in each of the five subject areas. A combination of individualized and group teaching methods will be used as necessary. Teaching materials and instructional media should accommodate

the needs of individual learning rates and also enhance the motivational climate of the learning environment. Pre-testing is required for proper placement of students according to their ability. To determine if the student is adequately prepared to successfully complete the GED examination, a post-test is needed. Record keeping will include individual student files for test scores, enrollment data and all other relevant information. The participant will need to arrange for administration of the test and scoring through a certified agency.

Academic Counseling: The contractor must provide counseling to individual participants regarding their educational background, academic functioning and test results and survey the participants to determine their interests/goals adjusting the learning materials accordingly. Strong communication skills are preferred. The contractor will establish a record system which accounts for individual participant attendance, level at entry into the program, participation and progress, program participation statistics required in monthly reports, and individual and program records required by other agencies, as needed.

The participants who are without a high school diploma/equivalency, in cooperation with the successful proposer, will develop a written plan to address education and vocational needs. Participants are required to participate in their individualized case plans.

Other Work Requirements: Other services the proposer will be expected to provide include, but are not limited to:

- Attend staff meetings.
- Tutorial assistance.
- Appropriate testing and assessment of students.
- Development of course outlines for subjects taught in ABE/GED.
- Individual student progress information to OSP Furlough/Supervision Probation Officer and CRC Director.
- Make recommendations on program goals, objectives, and procedures.
- Maintenance of student's files to include enrollment forms, pre and post testing, individualized education plans, work assignments, attendance, progress, completion records, and other pertinent documentation.

C. Education Component Activities:

- An education plan which address the program goals and objectives, time lines, planned activities, and the anticipated outcome for each area of the education program component;
- Standards for admission to each education component;
- A description of methods for internal evaluation of the program;
- A schedule of classes/one-on-one assessments;
- A description of the record keeping process and statistics;
- A process to recognize participant achievements;
- A description of the means by which the local community, businesses and outside educators will be apprised of program options and a plan for connecting participants to community resources following their discharge from the OSP education program;
- Liaison with other staff members, which includes notifying the probation officer of the offender's ongoing attendance or absences;

- Flexibility and the ability to creatively individualize learning plans for participants;
- Possibility of participants or other compliant offenders needing to complete community work service hours to act as assistants in tutoring other participants.

D. Service Schedule: The Department requests proposers will provide approximately 35 hours of service per month and a maximum of 300 hours each year. The final schedule will be mutually agreed upon by the DOC - OSP Furlough/Supervision Probation Officer and the contractor. Because this program relies on collaboration, each component of the program will need to be coordinated with the other components, and flexibility in program schedules is critical. The contractor must take into consideration that one offender may be scheduled for multiple groups (education and cognitive skills).

The Department may increase or decrease the provision of education services depending on the number of persons participating in the OSP and upon legislative funding.

E. Monthly Reports: Monthly itemized bills and a monthly-itemized report is due by the 5th of each month. This itemized report will include a statement of activities, student progress reports and attendance. Statistics on the extent of prisoner participation in the program is also required. A form will be provided to the contractor.

F. Experience and Qualifications:

1. Minimum Required Professional Qualifications: Individuals providing classroom instruction must have a bachelor's degree in education and preferably possess a current Alaska teaching certificate. A resume and experience of each person to be involved in delivery of services must be included with the proposal and should include any experience in the criminal justice field and in curriculum writing.
2. Basic IBM compatible computer skills are beneficial.
3. Preference will be given to individuals experienced in adult education and experience teaching in a correctional setting.
4. Provide a list of names, addresses, phone numbers, and dates of service of current or previous contracts, clients, or employers.
5. Provide at least three (3) references. By submitting a proposal, the contractor consents to the release of information provided from their references to DOC.
6. It will be the contractor's responsibility to ensure that all persons working under the terms of the contract meet and maintain the legal requirements for licensing and Continuing Education.

G. The Contractor will Provide: Access to program equipment (computer, copier, etc.), books and supplies needed to perform the services required. The Department reserves the right to deny any request for additional materials due to security and/or budgetary considerations.

4.08 Security and Control

A. General Statement

The Contractor is responsible at all times to provide security and control of residents.

B. Intelligence Information

A policy must be established for collecting, analyzing and disseminating intelligence information regarding issues affecting safety and security. Criminal behavior must be investigated and referred to local authorities.

C. Tool Control

A policy must be established that requires controlled tools and equipment to be classified by security risk and those most likely to be used as a weapon or in an escape must be used only with direct staff supervision.

D. Counts

The contractor shall develop a written policy and procedure designed to maintain resident accountability, both in the facility and in the community.

E. Master Control Center / Communication System

A control center will be provided for integrating security, program and communications functions. The control center shall be staffed as a 24-hour post and access shall be limited to authorized personnel only.

F. Key Control

The Contractor must have a procedure for the maintenance and security of keys and locking mechanisms. The policy must define which keys are allowed to be checked out and must prevent 24-hour keys from check out.

Emergency keys shall be available for all areas of the facility to which emergency access or egress may be necessary.

G. Control of Contraband Introduction

The Contractor shall have written policies for the detection, control and disposition of contraband. The policy must include provisions for resident and visitor searches. The policy must include procedures for searches of the facility, residents and others on the premises. These policies must be consistently followed to maintain a drug & alcohol free facility at all times.

H. Documentation

The Contractor shall maintain written policies that require the facility to maintain shift logs that documents personnel on duty, counts, admissions/releases, shift activities, entry and exit of staff and visitor and any unusual shift occurrences.

I. Off Grounds Security/Transportation

Transportation of residents off grounds are at the Contractor's expense.

The Contractor shall provide security at all times for residents assigned to its care.

J. Emergency procedures

The contractor shall have a written policy and procedure that specifies the facility's fire prevention regulations and practices to ensure the safety of staff, residents, and visitors.

K. Substance Abuse Testing

The Contractor shall provide for drug and alcohol urinalysis. Testing will be random or for cause. Should residents request a blood test to confirm a positive finding, arrangements must be made, at the resident's expense for this. This must be included in the Contractor's policy.

L. Search and Surveillance

1. Search Procedures:

In order to ensure effective control of contraband and to locate lost or stolen property, the contractor shall develop written policy and procedure requiring the systematic search of facility common areas and resident living quarters.

All residents are subject to clothed body searches (pat down) on a random basis and at any time staff suspects the presence of contraband. The contractor's written policy and procedure must ensure that a staff person of the same gender conducts these searches in the greatest degree of privacy available.

2. Surveillance:

In addition to community contacts required for employed residents, the contractor shall ensure that random surveillance of residents is conducted at their place of employment, during pass time and all other activity in the community.

M. Disciplinary Procedures

Article 5 of the Alaska Administrative Code, Programs 22 AAC 05.300 (g) subjects a prisoner housed in a contract facility to the provisions of Article 6 of the Alaska Administrative Code, Discipline. Section 05.400 through 05.480 defines prohibited acts for persons in correctional facilities by severity categories: Major, High Moderate, Low Moderate and Minor. These prohibited acts are applicable to all offenders in a CRC and shall be incorporated into the contractor's disciplinary procedures.

The Contractor shall develop a written policy and procedure, which details the rules of the facility, disciplinary procedure and time lines and the sanctions, which may be imposed for violations of these rules.

The Contractor shall submit, to the DOC Contract Oversight Officer, the list of sanctions, which may be imposed for violations of center rules. These sanctions may include reprimand, restriction to the facility, extra community work service, loss of level status, loss of recreational privileges, and similar action. Changes to this approved list of sanctions must be approved by the Contract Oversight Officer prior to implementation.

The Contractor shall provide a written policy and procedure stating that residents are not to be subjected to unusual punishment, mental abuse or punitive interference with the daily functions of living, such as eating or sleeping.

The Contractor shall develop a written policy and procedure detailing the process by which the resident may appeal these disciplinary actions and sanctions to an impartial authority that has played no role in the disciplinary process. This appeal process need not be applicable for house rules violations.

N. Resident Removal

The contractor shall develop a written policy and procedure which details for staff and residents, the conditions and processes by which a resident can be removed from the program and specifies that residents being returned to custody from the program will be transported by the Department of Corrections unless contract provisions stipulate another method.

Furloughed residents may be removed from the CRC for violation(s) of their furlough conditions prior to completion of the program in accordance with DOC Policy and Procedure 818.02.

- If a violation of the conditions of the pre-release furlough is alleged, the CRC director shall immediately notify the probation officer or, if the probation officer is unavailable, the shift supervisor of the appropriate state correctional institution designated on the pre-release furlough agreement. The center shall forward a written report to the probation officer/shift supervisor as soon as possible but, no later than before the staff member goes off duty.
- If, as a result of the alleged violation, the probation officer or shift supervisor determines that a furlougee presents an immediate threat to public safety or to the security of the CRC, the probation officer or shift supervisor will have the resident returned to the state correctional institution.
- A furlougee who is alleged to have violated the conditions of a furlough but who does not, in the opinion of the probation officer or shift supervisor, present a threat to public safety or the security of the center, may not be returned to actual confinement in a state correctional center until a preliminary hearing is held at which a determination is reached that there is probable cause to believe that the violations occurred.
- The CRC director or designee will provide written notification at least twelve (12) hours in advance to the furlougee of the date and time of the preliminary hearing. The written notice will include the statement that the purpose of the hearing is to determine whether probable cause exists to believe the furlougee has violated the conditions of the furlough and what conditions are alleged to have been violated.

- A copy of the written summary of the hearing officer's decision, which includes the determination as to whether probable cause exists to believe the resident violated conditions of the furlough, shall be delivered to the furlougee.

A furlougee returned to actual confinement in a state correctional facility must be granted a classification hearing within seven (7) days to determine whether the pre-release furlough will be terminated or continued.

If the furlough is continued, the furlougee shall be returned to the CRC as soon as space is available or placed on the waiting list for space if it is not available.

Probation and parole residents may be removed for violation(s) of their placement conditions prior to completion of the program. The supervising probation/parole officer must be notified by the CRC director prior to the removal or violation of the resident. The CRC must submit a copy of the violation report to the supervising probation/parole officer within 24 hours of the removal of a probationer or parolee. If a violation constitutes a violation of law, the appropriate local law enforcement agency will be notified.

The contractor's rules shall clearly state that unsentenced misdemeanants, confined misdemeanants and restitution placements have no specific rights to remain in the CRC and that they may be removed and returned to the physical custody of the DOC at any time, and for any reason, at the discretion of the Department of Corrections.

Unsentenced, confined, and restitution placements who are suspected of committing low moderate or higher infractions or repeated violation of rules, may be returned to the nearest correctional institution without a preliminary hearing.

CRC offender supervision may be returned to the CRC or the nearest institution based on an immediate threat to public safety without a preliminary hearing. All offender supervision placements will receive an incident report and adjudication by the appropriate authority.

Judicial placements that have violated conditions of placement and/or are non-compliant with CRC rules will be referred back to the designated legal authority.

4.09 Facility Requirements

A. General Statements

The facility must be in full compliance with applicable zoning ordinances and applicable building, fire, and life safety codes as well as applicable provisions of the Americans with Disabilities Act.

The facility must be able to accommodate prisoners with disabilities and meet ADA compliance. A minimum of 2% of the housing units shall be capable of accommodating disabled prisoners.

B. Safety, Sanitation and Health Standards/ Life Safety

The Contractor shall ensure that safety, sanitation, and health standards are maintained at all times for the welfare of offenders, facility staff, visitors, and others to include:

- National Fire Protection Association Life Safety Codes as well as all local, state, and national health and safety codes. In the case of a conflict in these, the most stringent will apply.
- A smoke alarm system that complies with applicable NFPA Standards. The system must be hard wired into an annunciation panel at a manned 24 hour location. Fire extinguishers shall be maintained in a fully charged condition and shall be inspected at least monthly.
- A written fire and emergency evacuation plan, including diagrams that are communicated to all staff and prisoners must be clearly and prominently posted in all areas. These shall indicate the location of all exits, fire extinguishers and the location of first aid supplies.
- Evacuation drills shall be done at least quarterly. Staff must be trained in the implementation of all written fire and emergency plans.
- Fire retardant bedding, pillow and mattress that do not contain petroleum-based synthetic materials such as polystyrene or polyurethane.
- Trash and vermin control.
- Weekly cleanliness inspections of all areas.
- Weekly laundering of clothing and bedding at no cost to the prisoner. Clarification: Weekly laundering of clothing is to be provided at no cost to indigent prisoners only. The contractor must provide weekly bedding, linen and towel laundering.
- Personal hygiene items for indigent offenders.
- A comprehensive housekeeping and maintenance plan to include Infectious Disease control.
- A safety program operated consistent with OSHA Standards.
- Sufficient outside lighting to illuminate the entire perimeter.

C. Facility and Location

1. **Facility description and location.** A brief description of facility and its location are to be included in the body of the proposal. The DOC will perform site visits to inspect facilities. Acceptance of proposals is contingent upon potential vendor's location meeting DOC facility requirements as set out in section 4 of the RFP, and building codes, ordinances, etc.
2. **Facility Leasing/Ownership.** In the body of the proposal, briefly describe the ownership and lease arrangements of the facility. Copies of actual

documentation, purchase or lease/rental agreements are to be included in properly labeled appendices. Documents should detail arrangements from the offeror, through any intermediaries, to the current owner of the property; and should provide verification of rental, lease or owner's payment and agreement information.

3. **Facility Detail Information:** The following information is required and should be placed in the Facility appendix:
 - Vicinity Map - showing location of facility and surrounding road access.
 - Address/Location Map (larger scale) -- a "taxi", real estate, or street map that shows house numbers and cross streets of the location.
 - Photos of exterior, all four side views and any outlying buildings and parking areas.
 - Copy of the as-built survey for the site (an "as-built" is the city drawing of the building location on the property).
 - Interior Building Layout, to scale, with square footage and planned occupancy per room, showing offender rooms, bathrooms, common areas and any office areas.
 - Description of heating, electric, water, sewer and fire protection systems.
 - Number of parking spaces.
 - Site plan showing road access and/or description of ingress/egress.
 - Distance from closest access to public transportation or city center for work or employment.
 - Distance from closest institution, for pick up of offenders.
 - Aerial distance from nearest: bar; liquor store; licensed day care center; and school.
 - Street distance from nearest fire station.
4. **Site visit, inspection, and verification rights.** The Department reserves the right to conduct site visits, walk throughs, and to independently contact the appropriate agencies, records, or persons to verify the availability of the facility and compliance with codes, permits, taxes, or other requirements necessary to allow the operation of the proposed program. The department reserves the right to disallow a proposed site for security or safety reasons.
5. **Codes.** Facility must comply with all applicable federal, state and local codes. In the event there is a discrepancy in requirements between a local code, a state code, and a national code, the most stringent requirement will apply.

D. Zoning and Permits

Zoning must be completed at the time of proposal submissions. If zoning is not in place, indicate in your proposal that it is not complete, and describe the item(s) and timeline needed to receive a zoning permit.

The offeror MUST fill out and submit the Verification of Approved Zoning Form (Attachment 12). The offeror MUST indicate any restrictions placed upon occupancy (types, numbers, etc.) by the local government agencies or community councils. If zoning approvals are not completed, the offeror MUST indicate:

- which steps have been completed and dates completed;
- which steps need to be completed; and
- the time schedule and estimated date(s) of completion.

Proposals that do not have zoning or approvals completed at the time of submission will be evaluated on the extent to which they have completed the process, the needs of the department, and the acceptability and reasonableness of their schedule to obtain zoning within the time frame. Exact start-up dates may be negotiated with provider(s) reasonably susceptible for award.

Misdemeanant and Felon Populations. Anchorage only: Anchorage zoning restrictions may preclude facilities that house felons from some zoned areas. The department will consider proposals for facilities that cannot house all categories of offenders if the limitation is due to local zoning prohibitions (i.e., a facility that houses only Misdemeanants).

State not responsible for zoning and code compliance. It is the sole responsibility of the potential vendor to comply with zoning, conditional use, location approval, and other codes or permits, and to inquire of any local, state or federal agencies as to those requirements.

E. Physical Plant

The contractor shall provide documentation that the facility complies with all provisions of the applicable zoning ordinances, and building codes; this includes mechanical devices (e.g. boilers, elevators, etc.) requiring periodic inspections and certifications, as well as applicable provisions of the Americans with Disabilities Act.

The facility must be located within one mile of public transportation or the contractor will ensure that alternate transportation is available to residents.

All sleeping areas shall be well lit, ventilated and provide some degree of privacy.

Each CRC shall provide a minimum of 150 square feet per resident. The square footage of each facility is calculated by including all bedroom, kitchen, bathroom, and living, recreational and other common use areas of the facility. Closets, utility rooms, garages and other areas not ordinarily used for living areas, will be excluded from the square footage calculations. In facilities providing common dining areas, residents must have a minimum 100 square feet of space. The department will inspect each facility and a capacity limit established based upon the minimum square footage

calculation described above. *Note:* The Department may allow minor deviations from these square footage requirements when a determination is made that the deviation will not result in an adverse impact on the health and safety of the residents, or the orderly operation of the facility.

Designated program space must be available for counseling, visiting and recreational purposes and should provide residents with the opportunity for recreational and leisure time activities.

The contractor shall outline, at the time of the original proposal, any security devices to be utilized in the facility.

F. Sanitation/Hygiene/Housekeeping

The contractor shall provide documentation demonstrating that the facility complies with all applicable sanitation and health codes.

The contractor shall ensure that the facility and surrounding area remain clean and in good repair.

The contractor shall develop written policies and procedures for effective vermin and pest control, trash and garbage removal.

The contractor shall develop a written policy and procedure that requires weekly sanitation and safety inspections of all internal and external areas and equipment. Documented follow-up, to ensure proper and timely corrective action is taken on discrepancies found during these inspections, shall be completed and retained for review.

When a resident is indigent, the contractor shall provide personal hygiene articles to include toothbrush, tooth paste, soap and comb at no cost to the resident.

The facility will be non-smoking for staff and residents.

4.10 Case Management and Parole Planning

A. Case Management

The Contractor will ensure that there is a case manager to resident ratio of one to 50 - 60 and that the case manager maintains individual files documenting each resident's program goals, employment, programmatic involvement, and any other significant events.

The Contractor will provide release services to include regular progress reports as required by the State and release planning.

B. Alaska Parole Process

At the request of the DOC staff or the Parole Board, Contractor shall provide prisoner's progress reports summarizing prisoner progress, conduct and recommendation for retention at Contractor's facility.

4.11 Records and Reporting

A. Sentence Computation

The Contractor will provide to the Department any necessary information for sentence computation. The Department will do all sentence computation. Copies shall be furnished to the Contractor and Contract staff shall provide this to the resident. No resident will be admitted to or released from the Facility without permission from the DOC.

B. Records and Reports

The Facility will maintain resident records at their sole expense in accordance with applicable Department record keeping practices and shall adhere to federal, state and local laws governing confidentiality. Criminal history, a judgement and sentence, recent classification actions and infractions will be provided to the Contractor.

1. Resident Records:

The Contractor shall develop and operate an organized system of information collection, recording, reporting, storage and retrieval, designed to ensure confidentiality and minimize the possibility of theft, loss or destruction of all resident case records.

2. Facility Records:

The Contractor shall develop a written policy and procedure, which require the systematic documentation of resident activity and compliance with standards established for their placement.

3. Monthly Activity Reports:

Monthly activity reports must be submitted to the Contract Oversight Officer detailing monthly program activities on a form provided by the DOC.

4. Contract Records:

The Contractor shall retain contract records, to include records of receipt and disposition of contract funds, resident files, resident residency logs, financial files, and facility operational logs and documentation, for a period of three (3) years with the following qualifications:

- The contractor will retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending; and
- The retention period for each year's records begins on the first day of the contract fiscal year.

4.12 Resident Programs

A. Recreation program

Time, space and equipment must be provided which encourages healthy leisure activities.

Day rooms must be provided for indoor leisure activities and will be equipped with televisions, furniture, games, etc.

B. Volunteer Program

A volunteer program shall be developed within the Facility to provide support groups and religious opportunities. Programs should include offerings from a variety of faith and non-faith based offerings presented by individuals who have passed background investigations. Groups such as Alcoholics Anonymous and Narcotics Anonymous should be included.

C. Visitation

Visitation must be provided for at least four hours per day, four days per week. Special visits must be allowed for approved visitors who have traveled long distances. Such approvals must be made in advance.

Arrangements will be made for visits with attorneys per DOC 810.02, Visitation.

D. Community Work Service Plan

The offeror **MUST** submit a plan for service that includes a community work service component for furlougees, confined misdemeanant and restitution placements. The offeror **MUST** demonstrate a plan for or liaison with Federal, State and/or local government agencies as well as other recognized public agencies and organizations for the purpose of developing and promoting community service projects.

E. Citizen Involvement & Volunteers

In accordance with AS 33.30.171, the commissioner shall appoint a community advisory committee for each center, to consist of five members of the community in which the center is located. The committee shall act as a liaison between the community and the department regarding concerns with the center.

4.13 Support Services

A. Mail

The Contractor shall handle and provide delivery of resident mail and correspondence in accordance with DOC Policy 810.03, Prisoner Mail. Five pieces of mail weighing no more than two pounds each may be mailed out for indigent prisoners per week. This is not intended for mail out of property or hobby craft items.

B. Telephones

Telephone facilities will be accessible to all residents.

Legal calls cannot be recorded or monitored. Arrangements must be made for prisoners to receive calls from their attorney.

C. Laundry

The facility shall have one (1) operable washer and one (1) operable dryer for every sixteen (16) residents or the equivalent laundry capacity will be available within one (1) mile of the facility, or the contractor shall make alternate arrangements for service.

D. Personal Clothing and Items

The Contractor will determine the amounts and types of personal clothing and items residents are allowed. Property lost or damaged when in control of the Contractor will remain the sole responsibility of the contractor.

E. Food Services

Food Services will be provided consistent with DOC Policy 805.01, Food Service Standards and 805.02, Food Service Safety and Sanitation.

Special diets will be provided to prisoners consistent with DOC policy 805.03, Special and/or Religious Diets or Meals. The menu rotation must be at least every four weeks.

A registered dietician or nutritionist must review and approve the nutritional value of the menu, annually if fixed and semi-annually if the menu is not fixed or whenever the menu changes substantially. A copy of each new menu shall be forwarded to the Contract Oversight Officer. Costs associated with providing dietician services is the responsibility of the contractor. All meals will meet the recommended daily allowances and the dietary guidelines as set by the current version of the American Dietetic Association.

The contractor shall have written policy and procedures, which allow subsistence food items to the extent that the adequate health and safety concerns are maintained in accordance with Department of Environmental Conservation (DEC) guidelines. (REF: 18 AAC 31.210 and 18 AAC 31.205)

F. Facility Supplies

The Contractor will provide facility supplies that include general hygiene items, towels, linens, office and building cleaning supplies.

G. Health Care Services

It is the responsibility of the Department of Corrections, to provide essential medical and dental services to unsentenced misdemeanants, confined misdemeanants, restitution, and furloughed residents residing in a CRC.

The Contractor shall assist probation/parole placements in identifying available community resources to meet their medical and dental needs and will maintain a written agreement with a licensed general hospital, clinic or physician to provide both routine medical and emergency service to residents on a 24 hour a day basis.

The Contractor shall develop a written policy and procedures to provide for the medical examination of any resident or employee suspected of having a communicable or debilitating disease.

The Contractor must ensure that at least one (1) staff member present on each shift in the facility is trained in emergency procedures and holds a current certification in first aid and cardiopulmonary resuscitation.

The Contractor shall develop a written policy and procedures implementing a monthly inventory system of first aid supplies and equipment and continually replenish the supply.

The Contractor's written policies and procedures shall require the immediate contact of emergency personnel, when a medical emergency exists.

The Contractor shall develop policy and procedures to collect medical fees for DOC provided medical and dental treatment from residents and submit the payments and documentation to the Contract Oversight Officer by the 20th of each month.

The Contractor shall develop policy and procedure to ensure the supervision of confined, unsentenced, judicial and restitution residents requiring direct CRC supervision in the event there is a medical emergency transport until relieved by DOC/probation/parole staff.

H. CRC Offender Supervision (if applicable)

The CRC Offender Supervision program will provide highly structured supervision, reporting, employment, restitution, and community activities for offenders. The program objective will be the final process in reintegration of the offender back into the community:

- providing a safe and cost-effective means of successful reintegration of offenders into the local community; and
- providing an intervention strategy other than incarceration for probationers or parolees who are experiencing difficulty in adhering to their conditions of supervision while on probation or parole agreement.

I. Deliverable Reports, Certified Payroll, Audits, and Billing

1. Annual Financial Audit Requirement and Procedures:

Contractor is required to obtain a complete financial audit by an independent Certified Public Accountant, according to generally accepted accounting standards, when the contract amount is equal to or greater than \$150,000.00 annually. A complete copy of the final audit, covering funds from each state fiscal year, must be submitted to the Contract Oversight Officer Brann Wade, Division of Institutions, 1300 East 4th Avenue, Anchorage, Alaska 99501-3558, no later than ninety (90) days following the end of the Contractors fiscal year end. In the event that the contractor's fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

2. Certified Payroll Records:

Contractors will be required to submit certified payroll records for personnel providing services under the contract with monthly submission of billing for services. Certified payroll records will be reviewed to determine staffing levels

and proposed salary levels for consistency with the offerors proposed personnel in the proposer's budget. Significant variance between proposed staffing levels and/or salaries provided in certified payroll records with those as proposed in the approved budget may, at the discretion of the Director of Institutions result in a corresponding decrease in reimbursement for payment of services.

3. Quarterly Financial Report Requirements and Procedures:

The contractor will submit their quarterly financial reports which compare actual expenditures to budget authorizations for each major expenditure category. Explanations shall be provided for category variances in excess of 10%. Submission of these reports is required no later than forty-five (45) days following the end of the State fiscal quarter. These reports will be submitted to the Contract Oversight Officer, Brann Wade, Division of Institutions, 1300 East 4th Avenue, Anchorage, Alaska 99501-3558. In the event that the contractor's fiscal year differs from the State fiscal year (July-June), an extension of the submission deadline may be granted by the Director of Institutions and/or designee upon submission of a written request by the Contractor prior to the audit deadline.

4. Reporting and Annual Inspection:

The Contractor **MUST** submit the Monthly Activity Report (See standards, chap 16.) and other reports as specified in the CRC Standards. The Department will perform an annual inspection of the successful offeror's CRC facility and records in accordance with work requirements as specified in the Current Adopted CRC Standards and the CRC Audit Document (**See Attachment 14**). A formatted disk will also be provided to the contractor by the Contract Oversight Officer Brann Wade.

5. Billing for Services:

The Contractor **MUST** provide a monthly billing for services, with support documentation, to demonstrate provision of services sufficient to meet the following requirements: All billing invoices **MUST** be certified by the Contractor. Billings **MUST** be submitted each month with the documentation required below.

a. Monthly Billings:

Contractors **MUST** use the standardized reporting billing sheet separately summarizing the total reimbursements for regular per bed days and per diem bed days (paid if used) services due to the Contractor for the period of service and **MUST** include sufficient documentation to support all billing charges. Per diem bed billings **MUST** include the days of the month, the number of beds charged for each day, the total number of per diem beds days charged for that month and the total per diem cost for the month.

The Department of Corrections reserves the right to request additional information as necessary to support requested reimbursement or to limit the amount of support documentation provided by the successful offeror in support of the billing invoice.

b. Submission of Billings:

Billings **MUST** be submitted, through the Contract Oversight Officer Brann Wade, to the Division of Institutions for approval and payment. Billings will be periodically audited by the Department.

- c. Procedural Billing Submission Change:
Billing invoices may no longer be grouped and submitted in advance at the beginning of a year to be paid automatically in subsequent months. To allow for accurate invoicing and auditing, monthly billings **MUST** be submitted once a month, after the services have been performed.

- d. Advance payments of contract amount disallowed:
The Department of Corrections hereby notifies providers that 15% advance payments of monthly contract amounts have been discontinued because they are generally prohibited by the Administrative Manual.

APPENDIX D Payment for Services

1. The State shall have access to all records and documentation related to the contract and operation of the Facility including certified payroll records and annual financial reports; if and when the documents are needed by the DOC to ensure that the contractor is providing the services required under this contract. In the event of partial default, change or service, breach or other event in which the DOC requires information regarding cost of service in order to adjust compensation as allowed under the terms of this contract, contractor shall provide accurate, year-to-date financial documentation reflecting actual costs related to the service at issue.
2. The Department may modify the format of fiscal reports during the course of the contract period. Prior to the implementation of any new reporting requirements, the Department will consider the resources necessary to implement any new change. The contractor will be required to comply with any new reporting requirements. Failure to comply with reporting requirements may result in withholding of final payment for services under the terms of the contract.
3. The State may, at reasonable times and places, audit the books and records of a person who has submitted cost or pricing data under AS 36.30.400 to the extent that the books and records relate to the cost or pricing data. A person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain books and records that relate to the cost or pricing data for three years after the date of final payment under the contract, unless a shorter period is authorized in writing by the Commissioner. The state may audit the books and records of a contractor or a subcontractor to the extent that the books and records relate to the performance of the resulting contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract and by the subcontractor for a period of three years after the date of final payment under subcontract, unless a shorter period is authorized by the commissioner. Audits will be conducted by state personnel or contract agents of the Department of Corrections.
4. Inmate collections will be made of an inmate's gross income and in accordance with DOC Policy 302.12, Offender Trust Account and the CRC operational standards. Documentation must be retained for subsequent audit verification. The contractor shall submit a check for the total amount collected along with the monthly activity report to the DOC Contract Oversight Officer by the 20th of each month.
5. The initial term of this contract shall be from **September 1, 2016 through June 30, 2017**, with annual review by DOC of funding, continued needs of the Department of Corrections, and continued Legislative approval. This contract may be extended through annual amendment procedures through **January 31, 2021**. The regular bed rate and Per diem bed rates are to remain fixed during the entire life of the contract.
6. The State, in full consideration of the contractor's performance, as defined in the conditions of this contract (#170010351), shall pay the contractor according to the following rates for the period **September 1, 2016 through June 30, 2017**. This contract amount is based upon **ninety-nine (99) community residential center beds (90 regular and 9 per diem or as-filled)**. Funding for this contract is based upon continued legislative funding.

- **\$95.67** per bed per day, filled or unfilled, for the period of service **September 1, 2016 through June 30, 2017 for 90 regular beds**. Regular beds at this facility will be filled before as-filled/per diem beds will be paid for. The maximum number of days shall not exceed **303 days** for a maximum amount not to exceed **\$2,608,920.90**.
- **\$15.00** per bed per day filled, **for up to nine (9) as-filled/per diem beds** for the period of service **September 1, 2016 through June 30, 2017**. Payment for as-filled/per diem beds under this contract (beds 91-99) to be made only after all regular beds under this contract (and other contracts at this facility), are filled. Lowest priced per diem beds will be filled before higher priced per diem beds will be paid for. **Number of beds not to exceed 9 per day**. The maximum number of days shall not exceed **303 days** for a maximum amount not to exceed **\$40,905.00**.

Total: \$2,649,825.90

Note: "Filled beds" to be paid for under this contract means beds that are occupied by an offender placed by the State. The per diem rate for detention services under this agreement is per man-day (see also the definition of prisoner day and per diem rate). This rate covers an inmate per day. A portion of any day shall count as a man-day under this agreement, except that the State may not be billed for two days when an offender is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not the day of departure. The intent is to pay for the number of beds filled as of the 00:01am count and the count submitted for payment needs to be equal to the 00:01am count for each day and the only exception to the count changing is IF after a count at 00:01am, and sometime during the next 24 hour period before that next count is taken at 00:01am, an inmate spends any time at the facilities and gets released or remanded and never got picked up on any of the previous counts...ever...then you can count them. The state will pay up to the maximum of beds under the contract per day; in no case will the state pay for more than the number of beds under contract.

7. The total value of this contract with **Cornell Corrections of Alaska, Inc.** and the amount to which the State shall obligate and encumber funds will not exceed a maximum of **\$2,649,825.90** for the period of performance **September 1, 2016 through June 30, 2017 (contract # 170010351)**.
8. Summary Action Dates for contract & amendments:
Original Contract: 99 beds (90+9), 9/1/16 through 6/30/17
9. This contract will be charged to the following state accounting codes:

<u>Original Contract Financial Coding (for State use):</u>	
20-1004-201014700-2700-3020-5025-1600000004 (Reg. GF)	<u>\$2,608,920.90</u>
20-1004-201014700-2700-3020-5025-1600000004 (Per Diem GF)	<u>\$40,905.00</u>
Total:	\$2,649,825.90

Appendix E

RFP 2016-2000-3304

PROPRIETARY / CONFIDENTIAL INFORMATION

SUMMARY FORM

SECTION AND TITLE	PAGE No:	REASON(S) FOR WITHHOLDING FROM DISCLOSURE	Proc. Officer Approval
Policy and Procedure Manual	Electronic Appendices	A- Operational Trade Secret	ML
Staff Resume	Organizational Structure, Experience and Qualifications Appendix	A – Operational Trade Secret	ML
2013 Employee Handbook	Scope of Services Appendix	A- Operational Trade Secret	ML
Litigation History	Organizational Structure, Experience and Qualifications Appendix	C – Confidential legal information/proprietary information	ML
Position Descriptions	Organizational Structure, Experience and Qualifications Appendix	A – Operational Trade Secret	ML
Staffing Plan	4.04 – page 56	C – Confidential Information may cause harm to competitive position	ML
Seaside Center Staff Schedule	Organizational Structure, Experience and Qualifications Appendix	A- Operational Trade Secret	ML
Organizational Charts	Organizational Structure, Experience and Qualifications Appendix	A – Operational Trade Secret	ML

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

A= This page contains information relating to “trade secrets”, and “proprietary

information” including processes, operations, style of work, or apparatus, identify, confidential statistical data, amount or source of any income.... of any person (or) partnership.

B= This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public.

C= This page contains proprietary information containing confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and may impair the Government’s ability to obtain necessary information from the contractors in the future.