



STATE OF ALASKA
Department of Corrections
Division of Administrative Services
550 W. 7th Avenue, Suite 601
Anchorage, Alaska 99501

Request for Proposals

RFP Number 2010-2000-8890

Date of Issue: September 3, 2009

Title and Purpose of RFP:

Sex Offender Treatment Program Community Services – Juneau

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Mary Lockwood
Procurement Officer
Department of Corrections

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit one original plus 4 copies of their proposal, in writing, to the procurement officer in a sealed envelope. It must be addressed as follows:

Department of Corrections
Division of Administrative Services
Attention: Mary Lockwood
RFP #2010-2000-8890
Project: SOTP Community Services, Juneau
550 W. 7th Avenue, Suite 601
Anchorage, Alaska 99501

Proposals must be received no later than **4:30 P.M., Alaska Time on September 30, 2009**. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: Mary Lockwood
PHONE: 907-269-7352
FAX: 907-269-7345
TDD: 907-269-7340
EMAIL: mary.lockwood@alaska.gov

The State of Alaska will provide one Request for Proposal (RFP) copy. Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days, or as appropriate.

The length of the contract will be from the effective date of the agreement, approximately November 1, 2009 through June 30, 2010, with the option to renew for two additional one year terms and a final 4-month term at the same price, and under the same terms and conditions as the original contract. Renewals to be exercised solely by the State.

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

The *approximate* contract schedule is as follows:

- Issue RFP: September 3, 2009
- Questions submitted by: September 15, 2009
- Proposal due date: September 30, 2009
- Proposal Evaluation Committee completes evaluation by: October 6, 2009
- State of Alaska issues Notice of Intent to Award a Contract: October 12, 2009
- State of Alaska issues contract: October 23, 2009
- Contract start date: November 1, 2009
- First contractor work period: November 1, 2009 – June 30, 2010
- Second contractor work period: July 1, 2010 – June 30, 2011
- Third contractor work period: July 1, 2011 – June 30, 2012
- Final (4-month) contract work period: July 1, 2012 – October 31, 2012

1.03 Purpose of the RFP

The Department of Corrections is soliciting proposals for the provision of community-based sex offender treatment services for individuals under the supervision of the Department's field probation office in Juneau, Alaska. The community treatment provider will be part of a multi-disciplinary team that will work to incorporate the principles of the Containment Model, including polygraph assessment, into the management of sex offenders.

A more detailed description of the scope of work is provided in Sections 4 and 5.

1.04 Budget

Funds have been identified for the initial period of performance. Approval for continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. Funds are limited and negotiations may be necessary depending upon the cost of proposals submitted.

1.05 Location of Work

The services are to be provided in Juneau, Alaska. Office space is the responsibility of the contractor.

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 offeror'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

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

1.07 Required Review

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

1.08 Questions Received Prior to Opening of Proposals

All questions must be received by 4:30 PM September 15, 2009. Questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

1.09 Amendments to the RFP

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

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

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

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

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

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

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

1.12 State Not Responsible for Preparation Costs

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

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. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. All subcontractors providing direct clinical services must meet specific qualifications for Approved Providers as indicated in subsection 2.08.

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 that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the (g) subcontractor is committed to render the services required by the contract.

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

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 the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

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

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Corrections, 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

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 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.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State 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 State of Alaska.

1.23 Severability

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

1.24 Federal Requirements

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

No pre-proposal conference is scheduled.

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 Amendments to Proposals

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

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 diminishes 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.

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

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

2.08 Mandatory Qualifications

The contract treatment provider must be an Approved Provider of sex offender treatment services under the Department of Corrections regulations, and must adhere to all conditions of approval, including clinical supervision by a qualified sex offender treatment supervisor if applicable. The current regulations require, minimally, that the individual must have a current professional license, in good standing under AS 08, as a psychiatrist, psychologist, psychological associate, social worker, marital and family therapist, or professional counselor. The DOC Standards of Care contain provisions for conditional approval that may be extended to clinicians who are in the process of obtaining licensure.

The individual must submit an application for approval that is available from the department and that addresses clinical approach to working with sex offenders, including philosophy of treatment, appropriate assessment and treatment strategies, risk assessment and coordination with probation/parole offices and other relevant parties. (See Section 5.02 for specific areas that are addressed.) The regulations covering approval as a provider of sex offender treatment services are included as Attachment 12. The treatment provider is also required to adhere to statutory and departmental requirements that pertain to the provision of sex offender treatment. Agencies are not approved as providers but may have one or more approved therapists, provided that each has separately met the requirements of the regulations.

Minimum Requirements/Qualifications – In order for offers to be considered responsive, offerors must meet the following minimum requirements:

Approved Provider – All individuals (contractors, contract staff, subcontractors and volunteers) who provide direct treatment services within the Sex Offender Treatment Program (SOTP) must be approved by the DOC. Individuals who have been reviewed and approved are classified as "Approved Providers" for Sex Offender Treatment Services.

- Approved Provider Questionnaire: Any individual who is not currently classified as a DOC "approved provider" must complete a DOC Sex Offender Treatment Service

Provider Questionnaire (available upon request) and submit a current resume/vitae which will be kept on file with the Department. The questionnaire and all related materials must be submitted as soon as possible and no later than the date/time proposals are due in order to allow sufficient time for DOC's review and decision prior a meeting of the proposal evaluation committee.

- All requests for questionnaires, questions concerning the approval process and/or all completed questionnaires must be directed to the following individual:

Rose Munafo, Criminal Justice Planner, Department of Corrections
550 W. 7th Avenue, Suite 601, Anchorage, AK 99501
Phone (907) 269-7416
Email: rose.munafo@alaska.gov

- An offeror's failure to submit the questionnaire (if they are not already an approved provider) by the due date, and meet these minimum requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.
- Offerors who are currently classified as an "Approved Provider" for sex offender treatment services shall submit a copy of their approval letter, and also a clinical supervision plan if applicable.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP.

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

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

Not Applicable

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. 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. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. 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 with the correct NAICS code;
- (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

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

<http://www.state.ak.us/local/akpages/ADMIN/dgs/policy.htm>

Alaska Products Preference - AS 36.30.332
Recycled Products Preference - AS 36.30.337
Local Agriculture and Fisheries Products Preference - AS 36.15.050
Employment Program Preference - AS 36.30.170(c)
Alaskans with Disability Preference - AS 36.30.170 (e)
Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the Employment Program Preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

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

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaskan Bidder Preference Affidavit

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

2.15 Formula Used to Convert Cost to Points, AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (d). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 70% of the overall total score. The weighting of cost may be different in your particular RFP. See Section Seven to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 70% (70 points) of the total of 100 points for cost.

Offeror #1 receives 70 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 70 points.

Offeror #2 receives 65.5 points.

$$\begin{array}{rclclcl} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$42,750 & = & 65.5 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 58.9 points.

$$\begin{array}{rclclcl} \$40,000 & \times & 70 & = & 2,800,000 & \div & \$47,500 & = & 58.9 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

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

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaskan Offeror's Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{rclclcl} 100 & \times & 10\% & = & 10 \\ \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\ \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\ & & & & \text{Under the Preference} \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaskan Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 89 points
Offeror #2 - 80 points
Offeror #3 - 88 points

Offeror #2 and Offeror #3 each receive 10 additional points. The final scores for all of the offers are:

Offeror #1 - 89 points
Offeror #2 - 90 points

Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.17 Contract Negotiation

2 AAC 12.315 Contract Negotiations – After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the Anchorage Central Office conference room in the Robert B. Atwood Building in Anchorage, Alaska.

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

2.18 Failure to Negotiate

If the selected offeror

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

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

2.19 Notice of Intent to Award (NIA) — Offeror Notification of Selection

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

2.20 Protest

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

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

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

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

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

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

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

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

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

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a fixed price contract.

3.02 Contract Approval

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

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 attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

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

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

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

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

3.07 Bid Bond - Performance Bond - Surety Deposit

Not used.

3.08 Contract Funding

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

3.09 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 and must be submitted to the Department's program manager no later than the 21st of the month following services. No payment will be made until the invoice has been approved by the Division Director, or designee. All invoices shall be submitted timely and reference the RFP and contract number.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The procurement officer may also complete a contractor exit evaluation form for the department file that could be available for review by future proposal evaluation committees.

3.12 Contract Personnel

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Services

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

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

3.14 Termination

- (a) The State reserves the right to terminate the contract, in whole or in part, when it is in the best interest of the State. In the event the State must terminate the contract prior to the actual contract expiration date, the State will attempt to provide the contractor a minimum of 30 days notice. The State is liable only for payment in accordance with the payment provisions of the contract for services rendered before the effective date of termination. (see Appendix A, Article 5 attached)
- (b) Default -- A contractor's failure to comply with any of the terms and conditions of this RFP and subsequent contract may result in a default action by the State. The action would be after a 30 (calendar) day written notice bringing the matter to the attention of the contractor and aimed at resolving the issue. If the project director 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 professional performance, the State may terminate the contractor's right to proceed with part or all of the remaining work. Termination notice would be provided in writing to the contractor. (This clause does not restrict the State's termination rights under the contract provisions of Appendix A, attached)

3.15 Liquidated Damages

Not used.

3.16 Contract Changes - Amendments

- (a) 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, extensions will be within the maximum period allowable under the administrative authority established for this procurement.

The State may increase or decrease the provision for these services, and modify requirements including adding/deleting service locations, depending on the needs of the Department and upon the funding available. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through the required amendment procedures. Increases are not anticipated to exceed 50% of the contract amount in any given year.

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

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

3.17 Contract Invalidation

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

3.18 Contract Personnel Background Checks

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

3.19 Code of Ethics and Standards of Conduct

The contractor will assure that all individuals providing services under the terms of the contract receive and read Department Policies and Procedures 202.01, Code of Ethical Professional Conduct, and 202.15, Standards of Conduct. Copies of these Department Policies and Procedures are attached to the RFP. The Department of Corrections reserves the right to exclude from use under this contract any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

3.20 Investigation & Litigation

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

3.21 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.

3.22 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 successful offeror for service provision.

3.23 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.

3.24 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. The contractor shall provide for the transfer of rudimentary clinical treatment file information to the subsequent provider. Minimum clinical treatment file information includes assessments, treatment plans and current program status with a signed consent to release from each client. If there is no subsequent provider, the contractor needs to prepare program discharge summaries/completion reports for DOC to admit to the DOC inmate files. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

3.25 Right to Audit Records

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three 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.

3.26 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.

3.27 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 (i) 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 (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: 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. In this section, records refer to administrative documents, not treatment files, requested by DOC. The DOC respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. 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.

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 BACKGROUND INFORMATION

4.01 Background Information

The Alaska Department of Corrections (DOC) provides a variety of services to sex offenders that are focused on enhancing public safety. The Department is committed to offering programs that contribute to community safety while preventing future crimes and potential victims of crime. The DOC has adopted the Containment Model of sex offender management, including use of the post-conviction polygraph, treatment and specialized supervision strategies. The Department began the use of polygraph examination with sex offenders on probation and parole in FY 2006 and has gradually incorporated its use with treatment and supervision throughout the State of Alaska.

Alaska consistently has one of the highest rates of sexual assault per capita in the United States. Sex offenders represent an average of 25% of the total incarcerated population in the U.S., and represent about 25-30% of Alaska's incarcerated population. Additionally, approximately 20 to 25% of the total offenders on probation/parole supervision are sex offenders. Consensus among sex offender treatment providers and other experts in the field is that there is no "cure" for sexual offending behavior, but that many sex offenders can learn interventions to control their deviant behavior. Most sex offender specialized supervision and community treatment programs are designed to provide external support and controls while the offender learns internal controls over his/her behavior.

Community and victim safety are the overall goal of the Department. The sex offender-specific Containment Model provides for an individualized case management system and includes three elements that facilitate the achievement of this goal:

- supervision and monitoring that exerts external controls over the offender;
- sex offender-specific treatment; and
- polygraph examination to certify sex history, monitor high risk behaviors and facilitate treatment.

The Alaska DOC has provided assessment, treatment, and community supervision for sexual offenders committed to its custody or supervision for many years. In addition to providing community treatment programs, the department provides training for probation officers and, when possible, allows for smaller, specialized sex offender caseloads. The Department has developed a protocol for training individuals to be "safety net" team members who would function as natural helpers in assisting the sex offender to follow his relapse prevention plan. The probation officer and the approved treatment provider work with the offender to train his team members. Team members learn to recognize high-risk behaviors as well as appropriate interventions applicable to the offender they are assisting, thus providing a means of intervening before the individual re-offends. For many years, the Department lacked the resources to implement some management and treatment techniques that have been shown to be especially effective in working with this group of offenders, particularly use of the polygraph as both a treatment and management tool. However, the DOC began incorporating polygraph examination into treatment and supervision in FY200 and continues to expand polygraph use throughout the state.

Sex offender treatment is a complex and difficult process that can significantly lower, but not completely eliminate the offender's risk to the community. Offenders in treatment are encouraged to look at recovery as a lifelong process in which they are responsible for engaging in ongoing individualized maintenance programs in their communities. While some sex offenders are compliant with treatment and greatly decrease their risk through this process, others are not

amenable to the process and may present a higher risk to the community. Sometimes sex offenders do not incorporate what they have learned in treatment into their everyday lives and do not have very good internal control. These individuals require a higher degree of external control in order to minimize their danger to the community. The incorporation of the polygraph as a tool in the process can greatly enhance the ability of treatment providers and probation officers to ascertain the extent to which the offender has internalized what he learns in treatment and applied it to his everyday life. While some individuals may not benefit from sex offender treatment, the assessment that occurs at the start of that process, as well as polygraph assessment, will provide significant information that will guide the management and supervision of the most dangerous sex offenders.

Treatment Program Model – Throughout the country, most sex offender treatment programs utilize a cognitive-behavioral model with an emphasis on Relapse Prevention (RP). The Alaska DOC adopted this framework for treatment in the early 1990's and has incorporated it into the Standards of Care for Sex Offender Treatment Programs operated by the Department. The RP model requires the offender to identify high risk factors, situations, and behaviors. Treatment and management plans are then devised to help the offender manage those high risk areas. The success of this model depends largely on the accuracy and completeness of the information provided by the offender about his offense patterns. The more truthful the offender is with his treatment provider and his PO the more effective the relapse prevention plan can be with respect to both treatment and supervision strategies. The polygraph allows for an early and effective means of evaluating the accuracy of the information provided by the offender. It helps offenders work through the period of denial more quickly and helps them maintain a more honest relationship with their treatment provider and supervising officer. The polygraph can make treatment and supervision efforts more successful and can also speed up the treatment process and help the offender have a greater chance of successfully completing probation/parole. This in turn contributes to community safety and a reduction in potential victims.

Community Treatment Programs – Treatment providers in community sex offender treatment programs utilize a variety of techniques in assessing sex offenders, including psychological testing, behavioral observation, clinical interviews and review of collateral material. Probation officers and therapists assess risk through the use of the Static-99 and Sex Offender Needs Assessment Rating (SONAR). The community treatment programs are required to adhere to the Standards of Care and provide services that follow the relapse prevention model and focus on clinically oriented management of the offender in the community. The programs provide group and individual treatment as well as family treatment when appropriate. Sex offenders who are in denial regarding their criminal behavior may be referred to treatment providers. In these cases, the provider is expected to assess the individual's amenability to the treatment process, which may include provision of educationally oriented deniers' groups. In order to meet the goal of providing treatment and management that best protect the community, treatment providers, probation officers and other relevant parties work closely with each other in providing a systemic approach to sex offender management. Treatment programs supported by the DOC are required to incorporate the use of polygraph examinations into their work with sex offenders.

Community Treatment Program Eligibility – The majority of sex offenders are ordered into treatment by the Court or Parole Board. Many, although not all, will have received a comprehensive clinical assessment prior to release to the community. The Probation Officer III in the referring office maintains a wait list of offenders in need of treatment. The risk level of the offender is a consideration in determining priority for treatment program referral. Some individuals may be excluded or discharged from treatment if they demonstrate a pattern of non-compliance with treatment and management, if they have specific psychological conditions that are not under control, or if they continually refuse to accept responsibility for their behavior. Some offenders will have participated in sex offender treatment while incarcerated, but most will not have done so. The

DOC is in the process of re-establishing institutional sex offender treatment programs. This will hopefully result in an increased number of sex offenders receiving treatment prior to release. Those who have had no prior treatment experience should be expected to take a longer period to complete the community program, and will most likely require more intensive services.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Corrections is soliciting proposals for the provision of community-based sex offender treatment services for individuals under the supervision of the DOC field probation office in Juneau, Alaska. Provision of services for a total of approximately 15 offenders is anticipated. The services are to be provided in Juneau. Office space is the responsibility of the contractor.

The successful offeror will be part of a multi-disciplinary team that has incorporated principles of the Containment Model, including polygraph assessment, into their supervision of sex offenders released to the community. A trained professional under a separate contract will provide polygraph assessments.

Treatment services are to be provided as specified in the Sex Offender Treatment Programs Standards of Care. These services may include intake/assessment, individual and family counseling, group counseling, high risk educational classes, denial groups, and program consultation services as needed or as required by statute(s) or the Department of Corrections. In addition to the basic assessment and treatment services specified in the Standards, the contract treatment provider will be expected to provide clinical expertise in consultations with the polygraph examiner and to incorporate knowledge gained through the polygraph into treatment.

Offerors must propose to provide services that meet the minimum requirements in this RFP. Services in excess of those established by the department (or in excess of those approved under the finalized contract) must be approved in writing and in advance by the DOC. For the purposes of this RFP, the successful offeror may also be referred to as the Contract Clinician.

The *intent* is to provide treatment services for 15 to 16 sex offenders identified to participate in this project. The number of hours has been budgeted on an annualized basis at 64 hours per month – approximately 768 hours per year.

- The DOC understands that it may take some time for a new contractor to build up provision of services to the full expected quantity of offenders and/or the monthly 64 hour schedule and will allow some flexibility within a resulting contract, however:
- For the purpose of responding to this solicitation, offerors must complete their Cost Proposal Form for the maximum annual needs of 768 hours.
- Offerors should additionally address and include any anticipated ramp up schedule, subcontractor plans, etc. as part of their proposed plan for service.

Services in Juneau may expand over subsequent years of the contract, dependent upon needs of the Department and availability of qualified approved treatment providers.

Based on approximately 16 hours/week, a suggested breakdown by service category is as follows:

Treatment Category	Hours/Month	Hours/Year
Intake	5	60
Group Treatment	20	240
Individual Treatment	15	180
Family Treatment/ Safety Net	8	96
Education Classes	4	48
Consultation (program, polygraph, etc.)	12	144
TOTAL	64	768

The successful offeror will be required to provide treatment services to all individuals identified for initial participation in the project within the budgetary limitations established under the finalized contract. Contractors are allowed to provide services to more than the number of individuals stated above if such services meet the minimum requirements established in the Sex Offender Treatment Standards, and will not result in a cost overrun of the contractual agreement.

Community sex offender treatment contracts currently provide services primarily to male offenders, but may additionally include services to female offenders if needed. Gender numbers are not fixed, but may vary throughout the term of the contract. If provided, services to female offenders must be provided separately from services to male offenders.

(a) Reimbursable/Non-reimbursable/Self Pay Treatment:

Services that are reimbursable by the Department include intake/assessment, individual and/or group treatment, family counseling, educational classes, clinical consultation with polygraph examiner, and program consultation.

Psychological Testing, Physiological Assessment/Monitoring and Behavioral Treatment may also be provided, as needed, but are not billable services to the Department of Corrections. The costs for these services are the responsibility of the individual participant. Individuals may also be referred for psychological testing to a licensed practitioner.

State-Funded Treatment – The maximum time for which an individual is eligible for State-funded treatment is one year from initial placement into the Community component. There is no minimum time during which an individual must receive State-funded treatment. Individuals are routinely assessed by the probation officer to determine ability to pay for services, and are notified by the probation officer that they will be required to pay for services if it is determined that they are able to do so.

Assessment of ability to pay typically occurs within three to six months of commencement of probation supervision. The contractor will be expected to advise all offenders entering the program of the options that exist for continuing treatment should it be determined that they are able to pay for treatment. These could include remaining in treatment with the contractor, or referral to another approved provider.

Depending upon available funds, some individuals may continue in State-funded treatment beyond one year provided that sufficient justification regarding the offender's inability to pay for community sex offender treatment is forwarded to the project manager through the probation officer who must concur with the recommendation.

Additional Services Beyond State-Paid Services – Individuals may be required to participate in "self-pay" assessment or treatment services in excess of service levels authorized by the Department. The Criminal Justice Planner, or designee, prior to initiation of service delivery, must approve any mandatory "self-pay" treatment services in writing. Approval may be granted based on the treatment justification prepared by the service provider.

(b) Program Participation:

Referrals to the program are made through the respective field probation office only.

Final Decision on Program Participation: The approved provider who is the successful offeror will be required to accept all program participants referred to the programs for treatment services unless the decision not to allow participation is based on specific clinical

justification. If the successful offeror(s) refuse to treat a specific participant (or elect to have a specific participant removed from treatment), a program discharge report must be completed.

- All cases of program discharge and/or refusal to admit to treatment program will be reviewed and a decision rendered by the treatment team. If the treatment team determines that refusal/discharge is inappropriate, the Contract Clinician will be required to admit/readmit the participant into the treatment program. The Contract Clinician may appeal the decision of the treatment team by preparing a detailed justification and submitting the appeal to the Criminal Justice Planner, Programs, or designee.

(c) Reporting Requirements: Reporting and coordination requirements for community program participants are delineated in the Sex Offender Treatment Programs Standards of Care. The successful offeror will be required to provide reports on standardized forms (as available) provided by the Department. The required reports include:

- (1) Intake Summaries – will be completed on all program participants within 120 days of admission into the treatment program.
- (2) Progress Summaries – will be completed on all active program participants on a monthly basis.
- (3) Discharge Summaries – will be completed on all program participants at the conclusion of treatment, upon termination from the program, or when a transfer occurs.
- (4) Monthly Attendance Reports – will be submitted to the supervising probation officer, or designee, for all program participants in the community component.
- (5) Contractors will provide all required data for offender follow-up and program evaluation on forms developed by DOC.

(d) Coordination Requirements:

- (1) Case review meetings will take place with appropriate probation office personnel a minimum of once per month.
- (2) Contract staff will promptly contact the appropriate Probation Officer whenever they perceive that a community program participant is at immediate risk of re-offense or has violated conditions of probation or parole (including no-shows).
- (3) The contract clinician will coordinate with the polygraph examiner to provide information required for polygraph assessment.
- (4) In addition to the above specified requirements, the successful offeror will ensure that a team approach is maintained with Department staff and contract agents who also provide program/rehabilitative services to program participants. The successful offeror will develop and maintain any other mechanisms necessary to share information relating to program participants with pertinent Department staff and contract agents.

- (e) Statutory Requirements: The contractor will be required to assist in the Department's compliance with provisions of AS 12.55.015(a)(10); AS 12.55.100(a)(5&6); and AS 33.30.011(6) as they apply to the provision of sex offender treatment services under the terms of this contract. Specifically, the successful Contract Clinician will be required to:
- (1) Provide a written explanation to the probation officer, in the case of an individual who has been denied admittance to a court-ordered rehabilitation program by the treatment provider, even though the individual meets the written eligibility criteria and has requested to enter the program;
 - (2) Develop a written, individualized treatment plan for each offender who participates in the program or treatment;
 - (3) Provide an on-going roster of the names of offenders currently participating in the program or treatment;
 - (4) Provide a discharge summary to the offender's probation officer within thirty (30) days of the resident's discharge from the program or treatment. The discharge summary shall describe the status of the resident's discharge as one of the following:
 - Treatment complete
 - Administrative discharge (due to factors beyond the offender's control - such as end of sentence);
 - Transfer from the program (because of separate orders; physical incapacitation; etc.)
 - Non-compliance
 - (5) Provide the offender with a non-compliance discharge notice (this will be on a standardized DOC form) if the resident is discharged for non-compliance;
 - (6) Ensure that copies of the treatment plan, discharge summary and non-compliance discharge notice are placed in the offender's case record.
- (f) Compliance with Standards: The successful offeror will be required to adhere to contract conditions and program requirements cited in the Sex Offender Treatment Programs Standards of Care (attached). Contractor compliance with any revisions to the Standards as currently presented will also be required.
- (g) Operational Requirements: The Contract Clinician must describe how the community treatment program will be structured, to include:
- (1) Where and when will treatment services be provided, including a potential schedule for use of the probation office, if applicable;
 - (2) How will individuals contact treatment provider, if necessary, for routine and/or emergency treatment services;
 - (3) How will coordination with departmental personnel be accomplished, etc.

5.02 Clinical Approach

Note: All offerors applying as Contract Clinicians must describe their treatment approach to working with sex offenders with regard to (a) through (f) below. This may be addressed in the proposal, or offerors can attach a current copy of their approved provider application. Additionally, individuals who are currently classified as an "Approved Provider" for Sex Offender Treatment Services must attach a copy of their approval letter, and clinical supervision plan if applicable.

The treatment approach to working with sex offenders is to include the following:

- (a) Philosophy: Describe the philosophy that underlies the approach you use in providing treatment services to sex offenders, victims (both family and others), non-offending parents (in incest cases), and families. Discuss your thoughts about the etiology of sexual offending. Describe the models and approaches that are most appropriate and most inappropriate when working with the sexual offender. What clinical model do you use to organize your work with this population?
- (b) Treatment Goal(s): Describe what you see as the primary goal(s) of sex offender treatment?
- (c) Treatment Approach: Describe your treatment approach with sex offenders. You should incorporate the following in your description:
 - (1) Assessment process – list the methods and sources of information you would use in an assessment;
 - (2) Modalities of treatment, e.g., individual, group, couples, family, etc.;
 - (3) Treatment techniques employed, e.g., cognitive, behavioral, psychodynamic, etc.;
 - (4) Frequency of treatment sessions and length of treatment, (times per week and duration of sessions);
 - (5) Discuss the issue of boundaries as it relates to working with this population. Give examples of problems that you have encountered in the past, or that you expect to encounter, with this population. Describe how you would handle these situations.
 - (6) Describe any significant differences in your treatment approach with sex offenders versus other client populations;
 - (7) Indicate if your treatment approach varies with different categories of sex offenders, e.g., adult rapists, pedophiles, intra-family offenders, etc.
- (d) Client Progress/Completion of Treatment: Describe how you assess progress with sex offenders and specifically how you determine when an offender has completed treatment. Describe typical stages you might expect an offender to go through as he/she progresses through the treatment process. Include a copy of a Relapse Prevention Plan that you use, if available. *Describe your procedure for establishing the risk of re-offense and the dangerousness of the individual being treated.*
- (e) Coordination with Corrections Personnel: The treatment provider is part of a multi-disciplinary team that includes probation officers, polygraph examiners and others. There is an expectation that the treatment provider will readily communicate with the other team members. Please indicate how you presently coordinate or propose to coordinate with Corrections personnel for those sex offenders under our jurisdiction. Specifically address the role of the treatment provider as a member of the team, the obligation of the provider to provide written documentation of treatment progress, and your policy on confidentiality of communication with sex offenders referred by the DOC.

- (f) Contact with Victims/Coordination with Victim Service Providers: Under what circumstances do you believe it is appropriate for a sex offender to have contact with past victims and/or potential victims? What preliminary steps must be taken prior to this occurring? What coordination should occur with other agencies?

Address your beliefs about family resolution/clarification when the victim is related to the offender. Address your beliefs about sex offender contact with his/her own children when they are not the victim of record.

5.03 Staffing Requirements

It is anticipated that one or more individuals or agencies will be providing the services outlined in this RFP. A resume stating the qualifications and experience of the person or persons to be involved in these services must be provided with the proposal. (See also Section 2.08)

5.04 Contract Schedule

The contract services are expected to begin November 1, 2009 or as soon as is practical, and continue through June 30, 2010. The contracts may be extended by amendment for additional periods of service. Optional renewal, if exercised, will be dependent on the needs of the Department of Corrections, and upon legislative appropriation of funds.

The Department may increase or decrease the provision of these services. The Department anticipates the sex offender services will initially be needed at the level described in this RFP. An increase or decrease to services may occur during the contract period depending on changes to the number of offenders requiring treatment and/or upon available funding.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

(a) General Information:

The State discourages overly lengthy and costly proposals. However, in order for the State to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Proposals should be prepared without expensive artwork, unusual printing or materials not essential to its utility and clarity. Written proposals should be submitted stapled or in binders (3-hole punched) to facilitate duplication if necessary.

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

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

(b) Proposals shall contain the following items in the order listed: (Refer to Sections 6.02-6.06 for an explanation of each category and additional details).

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work and Plan for Service
 - Experience and Qualifications
 - Budget Narrative
- (4) Cost Proposal
- (5) Alaska Offeror's Preference (if applicable)

6.02 Table of Contents

List each section of the proposal with applicable page number. If appendices are included, provide a list identifying the contents of each.

6.03 Introduction

This section shall contain the following:

- (a) Offeror Information and Assurance Form (RFP Attachment #4). This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.
- (b) Licensing Requirements – Offerors shall include acceptable evidence that the offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements outlined in Sections 2.08 and 6.04[b].
- (c) Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

6.04 Technical Proposal

- (a) Understanding of Work to be Performed and Plan for Service

Abstract – Describe in detail your understanding of the work that is to be performed as presented in Section Five of this RFP. Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the services and outcomes to be achieved.

Plan – Additionally, offerors must provide a comprehensive narrative statement that sets out their plan for providing the services and illustrates how their plan will serve to accomplish the work addressed in this RFP. This part of the proposal shall include a proposed work schedule for providing the services, to include the work/treatment categories listed in section 5.01, and how work will be divided if performed by more than one individual.

Proposers must also state their clinical approach under section 5.02. If an offeror is an approved provider, the offeror must attach a copy of their approval letter and, if applicable, a clinical supervision plan. If more than one individual is proposed to provide the services, separate information must be submitted for each person.

If the proposal includes travel, address in this section how much travel is anticipated in the performance of this contract.

If you are providing a proposal that utilizes a subcontractor approach, include details of how the proposed subcontractor's work will assist in the work to be performed. (see sec. 1.14)

This section should not merely paraphrase the scope of services from the RFP. This section must demonstrate an understanding of what has been requested, the major issues involved, and what must be done to accomplish the objectives.

- (b) Experience, Qualifications, and Organizational Structure

Experience Providing Services – The offeror must indicate prior experience in administering the services required under this RFP, or similar services, including any experience in providing services within correctional environments and/or to correctional clientele. At a minimum, offerors should address the following in their submitted proposals:

- Include a description of similar services provided and dates;
- Include reference names and phone numbers that can provide confirmation of services rendered.

Governing Policies – if applicable, include a copy.

Litigation History – Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has litigation history as follows: Offers must include a summary of all litigation (including bankruptcy cases) associated with providing the same services, or services similar to those required in this RFP. Include past five years and present litigation in which the offeror (and any person in this offeror's current administration who will be responsible for the administration or operations related to providing these services) has been named a party, including state jurisdiction, case number, and final disposition. Litigation of personal issues not germane to the services herein (i.e., automobile not related to substance abuse, divorce, child custody or support) are not required.

(c) Budget Narrative

Proposers are to include an explanation of how the costs were derived in sufficient detail to allow analysis of the logic, adequacy, and appropriateness of the offeror's proposed budget. The proposal's budget narrative will be evaluated as part of Section 6.04(a).

Personnel – The rate(s) per hour proposed must include all direct and indirect costs associated with performance of the services required in this RFP, with the exception of any proposed non-local travel expenses which, if applicable, would be reimbursed by the State DOC. Direct cost is the cost of the individual's time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to local travel, insurance, supplies, overhead, etc.

- For purposes of reimbursement, non-local travel is defined as required travel for work which exceeds 50 miles one-way from contractor's place of business. Any proposed compensation for non-local travel, if applicable, (and in general for offerors who reside considerably outside the service area) for the purpose of providing services under Section Five of this RFP should be clearly stated in the budget narrative and cost proposed. Provide as much detail as necessary to support the travel and related costs. See Attachment #10 for travel reimbursement policy.

6.05 Cost Proposal

Offerors must submit their proposed cost on the attached proposal cost form (or an equivalent form). The total cost on the cost proposal form will be the figure used in the calculation to convert cost to points.

The proposed hourly rates on the cost proposal form (and to include any revisions established through the negotiation process) will be binding upon the successful offeror for the full term of the contract including any renewals.

6.06 Alaska Offeror's Preference

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder as outlined in paragraph 2.14 and Attachment 7.

Other Preferences – see paragraph 2.13 for information regarding other preferences that may apply.

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Responsive offers will then be evaluated using the criteria set out in Section Seven.

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

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

THE TOTAL NUMBER OF POINTS ASSIGNED
TO SCORE THESE PROPOSALS IS 100

7.01 Technical Proposal Evaluation – (50/100 total points)

Offerors should follow the technical format and content guidelines outlined in Section Six.

25 max. points – Understanding of Work and Plan for Service; Budget Narrative

25 max. points – Experience and Qualifications

subtotal 50 max points

7.02 Cost Proposal Evaluation (40/100 total points)

Offerors must submit proposed costs as outlined in paragraph 6.05. The cost amount used for evaluation may be affected by one or more of the preferences referenced under paragraph 2.13.

The lowest cost proposal will receive the maximum number points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in paragraph 2.15.

7.03 Alaskan Offeror's Preference – (10/100 total points)

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

Note: See Sample Proposal Evaluation Form (Attachment 6)

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Cost Proposal Form
2. Checklist
3. Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement (example)
 - 5.1 Standard Agreement Form
 - 5.2 Appendix A
 - 5.3 Appendix B2
6. Proposal Evaluation Form (sample)
7. Certification of Entitlement to the Alaska Bidder Preference
8. Security Clearance Form (example)
9. Department Policy & Procedure 202.01 and 202.15
10. Travel Expense Information
11. Alaska Dept. of Corrections "Standards of Sex Offender Management" May 2009 draft
12. Alaska Administrative Code – Regulations, Sex Offender Treatment Providers

** Note: If you have downloaded this RFP online, Attachment 11 is attached as a separate file.*

G:\contracts\FY10\RFP\JuneauComm\2010-2000-8890.doc

Attachment 1

**COST PROPOSAL FORM
RFP # 2010-2000-88890**

Offerors must use this form, or an equivalent format, to enter data that will be utilized to determine the proposed cost for provision of services, and will also be used for evaluation purposes to convert the cost to points. Costs on this form are for *12 months*. (Partial service periods will be pro-rated.)

SOTP, Community Services – Juneau				
Treatment Category	Hours Per Month	Total Hours/Year	Cost Per Hour	Total Cost Annually
Direct Costs (salary/benefits/indirect):				
Intake				
Group Treatment				
Individual Treatment				
Family Treatment / Safety Net				
Education Classes				
Consultation (program, polygraph, etc.)				
Total direct & indirect costs	64 hours	768 hours	\$	

Supplemental Non-Local Travel Expenses <i>(enter zero, or if applicable enter amounts; see Attachment 10 for more information)</i>				
Description	Monthly	Annual	Cost/Unit	Total Cost
Indirect Costs:				
Lodging (in days)				
Meals / per diem				
Mileage (# miles x # trips)				
Travel/airfare (in trips)				
Total non-local travel costs			\$	

Budget Summary	
Total Direct and Indirect Costs	
Non-local Travel Expenses – <i>if applicable from above</i>	
TOTAL COST OF PROPOSAL (for evaluation purposes)	\$

PROPOSAL RESPONSIVENESS CHECKLIST**SOTP – Community Services, Juneau
RFP #2010-2000-8890**

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

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

Description	Checklist
Proposal (sealed) received by 4:30 p.m. Sept. 30, 2009 in the office of the procurement officer	
Proposal includes original document plus 4 Copies (5 total copies)	
Table of Contents (sec. 6.02)	
Offeror Information & Assurance Form – signed & notarized (sec. 603[a])	
Evidence of Alaska Business License (sec. 2.12, 6.03[b])	
Conflict of Interest Statement (sec. 1.17, 603[c])	
Statement of Understanding & Plan for Service (sec. 6.04[a])	
Qualifications and Experience (sec. 2.08; 5.01[a]-[b]; 6.04[b])	
Approved Provider Applicants:	
<i>Approved Provider Applicants:</i> A/P Questionnaire submitted not later than 9/30/09 (if applicable, sec. 2.08)	
<i>Approved Providers:</i> Attach copy of approval letter; Attach clinical supervision plan if applicable (sec. 5.02; 6.04[a])	
Proposed Cost Form (sec. 6.05)	
Budget Narrative (sec.604[c])	
Alaska Bidder Preference Certification (if applicable/sec. 2.14, Attachment 7)	

RFP RECEIPT ACKNOWLEDGMENT FORM

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

SOTP – Community Services, Juneau

RFP #2010-2000-8890

ISSUED

September 3, 2009

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL _____

DO NOT INTEND TO RESPOND WITH A PROPOSAL _____

* * * * *

AGENCY/INDIVIDUAL Name

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

OFFEROR INFORMATION AND ASSURANCE FORM

Request for Proposals #2010-2000-8890

Department of Corrections

Title: SOTP – Community Services

Location of Project: Juneau

Contract Projected to Begin: November 1, 2009

Contract Projected to End: October 31, 2012

A. Offeror's (Agency or Individual) Name: _____

B. Offeror's Address: _____

Telephone Number: _____ Fax: _____ E-Mail: _____

C. Status: For Profit: _____ Non-Profit: _____ Other: _____

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

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

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

Date (Month, Day and Year)

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires:

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

EXAMPLE: STANDARD AGREEMENT FORM

1. Agency Contract Number	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division	hereafter the State, and	
9. Contractor hereafter the Contractor			
Mailing Address	Street or P.O. Box	City	State ZIP+4
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 14, 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 _____, and ends _____. 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 \$_____ 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	Attention: Division of		
Mailing Address	Attention:		

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			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection 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 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with 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, 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 the 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. 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. 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.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the department of Law the General Provisions of this contract supersede any provisions in other appendices.

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.

BACK 02-093 (09/20/00)

APPENDIX B² 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 30-day prior notice of cancellation, nonrenewal or material change of conditions. 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 occurrence.

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 occurrence.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

SAMPLE PROPOSAL EVALUATION FORM
SOTP Community Services, Juneau
RFP # 2010-2000-8890

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

Offeror – Person or Firm Name _____
Evaluator - Name of PEC Member _____
Date of Review _____

EVALUATION CRITERIA AND SCORING
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

Proposals will be evaluated against the questions set out below.

Understanding of the Project, Plan for Services, Budget Narrative (section 6.04[a])
Maximum Point Value for this Section – 25 points

- (a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the services the State expects it to provide?
- (b) How well has the offeror described their plan for providing the services?
- (c) Does the plan support all of the work requirements and logically lead to the proficient delivery of services required in the RFP?
- (d) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (e) Does the management plan illustrate the lines of authority and communication?
- (f) Is the proposal practical and feasible?
- (g) Does the proposal address in sufficient detail all of the items in Section Five of the RFP?
- (h) How appropriate are the costs proposed for the services requested? How detailed and feasible is the budget narrative?

Qualifications and Experience (section 6.04[b])
Maximum Point Value for this Section – 25 points

- (i) How well has the offeror addressed the mandatory qualifications and experience factors listed in section 2.08?
- (j) Is the offeror already an "Approved Provider" or have they submitted the Questionnaire applying to become an Approved Provider?
- (k) How extensive is the applicable experience of the offeror providing similar services?
- (l) How successful is the general history of the offeror regarding timely and successful completion of prior projects and provision of services?
- (m) If a subcontractor will perform work on the project, how clearly defined and explained are the services to be provided by any subcontracting arrangement? (per section 1.14) How well does the proposed subcontractor measure up to the evaluation criteria used in the RFP for the offeror?
- (n) Has the offeror provided the required litigation history details? (see section 6.04(b))

7.01 TECHNICAL PROPOSAL EVALUATION (see questions above):

- Understanding of Work to be Performed and Plan for Services
Zero to 25 Points _____
- Qualifications and Experience
Zero to 25 Points _____

7.02 COST PROPOSAL EVALUATION

Calculated based on section 6.05 response and sections 2.13–2.15 formula and preferences

40 max. Points _____

7.03 ALASKA OFFEROR'S PREFERENCE

If a proposer qualifies for the Alaska Bidder Preference, the proposer will receive an Alaska Offeror's Preference. The preference will be added to the overall evaluation score of each Alaska offeror. (sections 2.16 and 6.06)

(Zero or) 10 Points _____

TOTAL POINTS _____

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

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

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

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

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

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

EXAMPLE ONLY – NOT REQUIRED FOR PROPOSAL SUBMISSION

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

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

Prior criminal history (including the state the offense occurred in) _____

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

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

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

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

* * * * *

APSIN/WANTS: Clear: _____ Wants: _____ See Attached: _____

NCIC/WANTS: Clear: _____ Wants: _____ See Attached: _____

Criminal History Check (Alaska) No record found: _____ See Attached: _____

Criminal History Check (other states) No record found: _____ See Attached: _____

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

Attachment 9

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

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

Standards of Conduct, #202.15 (7 pages)
Form 202.15A (1 page)

	State of Alaska Department of Corrections Policies and Procedures	Index #:	202.01	Page 1 of 2	
		Effective:	12/03/07	Reviewed:	
		Distribution:	Public	Due for Rev:	12/07
	Chapter:	Personnel			
	Subject:	Code of Ethical Professional Conduct			

I. Authority

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

II. References

Alaska Statutes

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

Alaska Administrative Code

13 AAC 85.230

Standards for Adult Correctional Institutions, 4th Edition 2003

4-4069, 4-4070, 4-4120, 4-4391

Standards for Adult Local Detention Facilities, 3rd Edition 1991

3-ALDF-1C-23, 1C-24, 1G-07

Standards for Adult Probation and Parole Field Services 3rd edition 1998

3-3032, 3068, 3069, 3070

III. Purpose

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

IV. Application

All staff, contract employees, and volunteers

V. Definitions

Ethical

Conforming to a standard of what is right and good.

Professional

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

VI. Policy

- A. Every employee who, under the auspices of the Department of Corrections, is responsible for the custody, care, reformation, and supervision of offenders shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.
- B. This Policy applies to all employees who are directly responsible for the custody, care, reformation, and supervision of offenders, and all employees who supervise or manage the activities of such employees, and volunteers and contract personnel who perform such work.

VII. Procedures

- A. All employees, supervisors, and managers to whom this policy applies shall review and sign the Code of Ethical Professional Conduct for Employees Form 202.01A. Failure to do so may result in disciplinary action for employees.
- B. A copy of the signed form will be maintained in the employee's permanent personnel file.
- C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
- D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action, up to and including dismissal.

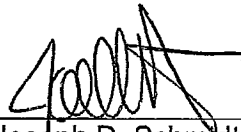
- E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers Form 202.01B. A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

This policy and procedure is effective 14 days following the date signed by the Commissioner. Each Manager shall incorporate the directions outlined in this document into local policy and procedure. All local policies and procedures must conform to these directions.

11/19/07

Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy

201.01A

202.01B

DEPARTMENT OF CORRECTIONS
EMPLOYEES
CODE OF ETHICAL PROFESSIONAL CONDUCT

My fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest.

I will not discriminate against any person on the basis of race, religion, color, creed, national origin, gender, age, physical or mental disability, marital status, change in marital status, pregnancy or parenthood, and will respect and protect the civil and legal rights of all inmates, probationers and parolees.

I will respect the right of the public to be safeguarded from criminal activity, and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer or parolee.

I will maintain the integrity of private information, and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information.

In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency.

I will not use my official position to secure privileges or advantages for myself, and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity.

I will not engage in undue familiarity with inmates, probationers, or parolees.

I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of the Department of Corrections or other criminal justice agencies unless the underlying facts are verifiable.

I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of services provided.

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

Printed Name

Signature

Date

	State of Alaska Department of Corrections Policies and Procedures	Index #:	202.15	Page 1 of 7	
		Effective:	1/09/08	Reviewed:	
		Distribution:	Public	Due for Rev:	1/10
	Chapter:	Personnel			
	Subject:	Standards of Conduct			

I. Authority

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

II. References

Alaska Statutes

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

Alaska Administrative Code

22 AAC 05.045, 05.060, 05.095, 05.196

Standards for Adult Correctional Institutions, 4th Edition 2003

4-4056, 4-4069,

Standards for Adult Local Detention Facilities, 3rd Edition 1991

3ALDF-1C-07-1, 3-ALDF-1C-23

Standards for Adult Probation and Parole Field Services

3-3053, 3-3068

III. Purpose

To establish uniform procedures within the Department for Standards of conduct.

IV. Application

All employees.

V. Definitions

Professional

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

VI. Policy

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

VII. Procedures

The following rules and standards express in general terms the conduct expected of Department employees. Violations of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal (See Policy 202.08, Disciplinary Action, Attachment A). This list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each Department of Corrections office or facility has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

A. General Provisions

1. Employees shall comply with and obey all departmental regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
2. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to

- obey any directive that would require them to commit or abet an unlawful act.
3. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
 4. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood or age.
 5. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane or abusive language or gestures.
 6. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
 7. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and confidence of the public in the Department.
 8. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their personal gain. Use of state equipment and resources must not violate the State's Ethics Act. Loss, misuse, misplacement, theft, or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or Department property for their own use.
 9. Employees shall report fit for their duty assignment, punctually at the time and place directed. Correctional staff are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
 10. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non job related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non work related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the facility. This list is not all inclusive, and there are other activities that are non job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
 11. Employees shall not knowingly falsify a document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
 12. Employees shall not interfere with any action or investigation assigned to another employee or interfere with Department operations.
 13. Any level of intoxication or the use or possession of any kind of alcoholic beverage or illegal or non-prescribed controlled substance on the job or on Department property is prohibited. Employees are not to smell of or to be under the influence of alcohol. Employees smelling of or appearing to
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be under the influence of alcohol may be requested to be the subject of a breathalyzer test. Nor may employees report for duty under the influence of any over-the-counter or prescription controlled substance if that substance adversely impacts the employee's ability to perform their duties.

B. Conflicts of Interest

1. Employees shall avoid situations that give rise to a financial or personal conflict of interest, and shall abide by the provisions of the State Ethics Act.
2. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a departmental employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the Department.
3. Employees shall not accept private or special advantage from their official status as employees of the Department. Department of Corrections' credentials, uniforms identification cards, or badges may not be used to coerce, intimidate, or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.
4. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions.
5. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by prisoners, volunteers, staff or members of the public.

C. Relationships between Supervisors and Subordinates and relationships between peers.

1. Dating, romancing, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or facility manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
2. Dating, romancing, sexual relations, or engaging in joint business relationships between an office or facility manager and a subordinate at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate division director and duty reassignments may be made to comply with this policy.
3. Supervisors shall not give, accept or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with state funds.

4. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive language toward a supervisor.
 5. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of state business. Employees shall avoid participation in situations that may create undue favoritism.
 6. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for coworkers.
- D. Relationships with Offenders and Family Members of Offenders
1. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the applicable use of force policy (See Policies 1208.09, "Use of Force Institutions", 1208.24, Use of Force Transportation" and 1209.01, "Use of Force by Division of Probation and Parole Officers.")
 2. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
 3. Except as set out in 4. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders or a member of the offender's immediate family. This includes, but is not limited to, telephone calls, letters, notes, or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business.
 - a. Employees shall not directly or indirectly give to, or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
 - b. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender.
 - c. During the performance of their duties or while acting as representatives of the Department, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless, (1) to do so is a requirement of his or her position or, (2) the employee has received authorization from the facility or office manager.
 4. In cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the Department, the employee shall notify the facility or office manager in writing immediately. The facility or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
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5. Employees shall not discuss their personal life or another employee's personal life with offenders.
 6. Employees shall not bring into or carry out of any Department facility any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or facility manager. The introduction of any items of contraband onto the grounds of any secure facility is prohibited.
- E. Illegal or Unethical Behavior
1. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal conduct, on or off duty.
 2. Departmental employees have an affirmative obligation to report immediately in writing to their office or facility manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on Department premises.
 3. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's office or facility manager. The officer or facility manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
 4. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.
 5. The illegal possession, manufacture, use, sale, transport, or transfer of a controlled substance is prohibited, on or off duty.
- F. Reports and Investigations
1. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
 2. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
 3. During the course of an official investigation, employees shall cooperate fully by providing all information they may have concerning the matter under investigation, unless the employee invokes their Fifth Amendment right in a criminal investigation. Full cooperation involves responding to all questions truthfully and completely, and providing a signed statement or affidavit if requested.
- G. Public Statements and Disclosure of Information
1. All official statements for public release concerning the affairs of the Department must be authorized by the Commissioner, a Director, or designee.
 2. In any public statement, employees will clearly distinguish between those that are positions of the Department and those that are personal views. Employees are responsible for the accuracy of their statements.
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3. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the officer or facility manager.
 4. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employee's job requirements.
 5. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.
 6. Former employees will be granted access only to Department information available to other members of the public, and will have no greater standing than members of the public.
- H. Clothing and Uniforms
1. All employees shall report to work in clothing that is neat, clean, and in good repair. Uniforms shall be worn as required.
 2. Whenever any employee is ordered to appear in court, they shall be punctual and be dressed in the appropriate uniform or business attire.
 3. Uniforms or identifiable portions thereof are not to be worn outside working hours for recreational purposes, outside employment, in any business serving alcohol as a main source of income, or while purchasing or publicly consuming alcohol.
- I. Egregious Misconduct
- Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.
1. All Department employees are prohibited from engaging in:
 - a. Unlawful discrimination or harassment;
 - b. Dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's coworkers;
 - c. Theft of state time or resources;
 - d. Gross disobedience or insubordination;
 - e. Use, possession or being under the influence of alcohol or any illegal controlled substance on departmental time or premises.
 - f. Physical assault or misconduct, abusive, or lewd behavior;
 - g. Abandonment of duties; and
 - h. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the Department's ability to carry out its mission.
 2. Departmental employees are prohibited from:
-

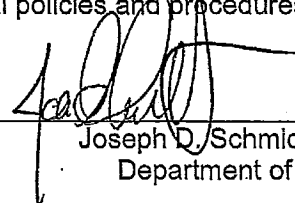
- a. Intentionally aiding or abetting on offender's escape or attempted escape;
 - b. Introducing contraband onto the grounds of a secure facility;
 - c. Using excessive force on an offender;
 - d. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
 - e. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security;
 - f. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.
3. Egregious misconduct includes:
- a. Conviction of any felony; and
 - b. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability or fitness to perform the employee's duties, or may adversely impact the Department's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.
- J. Responsibilities
1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
 2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand; and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
 3. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
 4. All employees shall sign the Certificate of Review and Compliance (Form 202.15A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.
 5. Any variance from this policy must have prior authorization from the Commissioner.

VIII. Implementation

This policy and procedure is effective 14 days from the date signed by the Commissioner. Each Manager shall incorporate the directions outlined in this document into local policy and procedure. All local policies and procedures must conform to these directions.

12-26-07

Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable forms: 202.15A

Standards of Conduct: Certificate of Review and Compliance

I have read Policy 202.15 Standards of Conduct (12/07) and have sought and obtained clarification of any portions which I did not understand. I recognize that failure to abide by the Standards of Conduct may result in corrective, disciplinary, or other appropriate action.

Printed Name _____

Signature _____

Date _____

TRAVEL EXPENSE INFORMATION

Reimbursable Travel Expenses / Non-Local Travel – For purposes of reimbursement, non-local travel is defined as required travel for work which exceeds 50 miles one-way from the vendors place of business to Juneau, Alaska.

Any proposed compensation for travel, if applicable and in general for vendors located considerably outside the service area, for the purpose of providing services under Section 5 of this RFP should be clearly stated in the budget narrative and cost proposed. Travel expenses, generally acceptable to the State for reimbursement to a contractor, shall be proposed as follows:

- Airfare (if applicable): Offeror must propose the lowest current roundtrip coach airfare rates available. Reimbursement will be for actual necessary airfare expenses.
- Lodging (if applicable): Offeror must propose a reasonable and anticipated cost for lodging expenses. Reimbursement will be for actual necessary commercial lodging expenses. Lodging expenses in excess of \$200.00 per day (including applicable taxes) will not be reimbursed without prior approval of the project manager.
- Mileage – personal vehicle (if applicable): \$0.55 per mile.
- Per Diem (if applicable): Per diem typically is paid according to rates set in the Alaska Administrative Manual for GGU employees. Currently the rate is set at \$60.00/full day or itemized at: breakfast/\$12.00; lunch/\$16.00; dinner/\$32.00 with per diem beginning when the contractor is in travel status a minimum of 12 hours and meals prorated if trip exceeds 12 hours but less than 24 hours.
- Miscellaneous Ground Transportation (if applicable): Reimbursement will be for actual ground transportation expenses, i.e. airport parking, taxi, and/or car rental based on mid-size or smaller.

Note: The above information is provided for the purpose of submitting a proposal in response to the RFP. Following award, negotiated terms and conditions of a contract resulting from this solicitation could include modifications of the above information.

Attachment 11

STATE OF ALASKA
DEPARTMENT OF CORRECTIONS
STANDARDS OF SEX OFFENDER MANAGEMENT
(Draft May 2009)

(see Note, Section 8.01)

STATE OF ALASKA
CHAPTER 30 ALASKA ADMINISTRATIVE CODE
SEX OFFENDER TREATMENT PROVIDERS
REGULATIONS

ALASKA ADMINISTRATIVE CODE
TITLE 22

Chapter 30. Sex Offender Treatment Providers.

Section

- 010. Sex Offender Treatment Committee
- 020. Provider approval
- 030. Application process; qualifications
- 040. Provider levels; supervision condition
- 050. Application review; approval or denial; request for review of denial
- 060. Review of denial
- 070. Renewal process; qualifications
- 080. Renewal application review; approval or denial; request for review of denial
- 090. Transition; previously approved providers
- 100. Lapsed approval
- 110. Complaints; subsequent action against provider approval
- 120. Summary suspension or revocation of provider approval
- 130. Revoked approval
- 200. Standards of care
- 900. Definitions

22 AAC 30.010. Sex Offender Treatment Committee. (a) The commissioner will establish a Sex Offender Treatment Committee for the purposes of

(1) assisting in developing a Sex Offender Treatment Standards of Care Manual for use by providers approved under this chapter;

(2) reviewing applications from individuals applying for approval, or renewal of approval, to provide sex offender treatment to offenders under the department's jurisdiction and making recommendations to the department regarding the applications; and

(3) reviewing and investigating complaints against approved providers and making recommendations to the department regarding disposition of the complaints.

(b) The committee will include

(1) the department employee with responsibility for oversight of the sex offender treatment program;

(2) one department employee representing the department's correctional facilities;

(3) two department employees representing the department's community corrections programs; and

(4) three public members, from different judicial districts in the state, who are licensed under AS 08 in a professional field listed in 22 AAC 30.030(b)(1) and who have experience in providing clinical services to sex offenders.

(c) The committee's members serve on the committee at the pleasure of the commissioner. The commissioner will designate one of the committee members to be the committee chairperson. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.020. Provider approval. (a) An individual who wishes to provide sex offender treatment to a sex offender who is under the department's jurisdiction first must obtain, and then maintain, approval from the department under this chapter in order for the treated sex offender to be considered in compliance with a sex offender treatment requirement imposed by the court, the parole board, or the department. Department approval of such a provider is required regardless of who pays for the sex offender's treatment and regardless of whether the treatment takes place in a correctional facility or is community-based.

(b) An individual does not need approval under this chapter in order to provide a service that is not sex offender treatment, as defined in 22 AAC 30.900, to a sex offender who is under the department's jurisdiction. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.030. Application process; qualifications. (a) An individual who wishes to become an approved sex offender treatment provider must apply to the department on a form provided by the department. Only an individual may be approved as a sex offender treatment provider.

(b) To become an approved provider under this chapter, an individual must

(1) have a current professional license, in good standing, issued under AS 08, as a psychiatrist, psychologist, psychological associate, social worker, marital and family therapist, or professional counselor;

(2) be of good moral character; and

(3) agree to abide by the standards set out in 22 AAC 30.200 in providing sex offender treatment to a sex offender who is under the department's jurisdiction.

(c) An application for provider approval must include

(1) the applicant's name, business mailing address, and telephone number;

(2) a statement of the applicant's educational degrees, the year they were obtained, and the institutions from which they were obtained;

(3) verification from the relevant Alaska licensing board that the applicant has a current professional license, as described in (b) of this section, in good standing;

(4) a history of the applicant's specialized training in the treatment of sex offenders;

(5) a history of the applicant's professional work experience;

(6) the applicant's complete criminal history, if any;

(7) information about any investigations of the applicant by any licensing authority in this or any other jurisdiction for possible professional license violations; and

(8) references from at least two individuals familiar with the applicant's professional training and experience.

(d) Except as provided in 22 AAC 30.100, initial department approval of a provider lapses three years from the date of the approval. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.040. Provider levels; supervision condition. (a) The department will establish different provider levels, including a full-service level, and will approve a provider at a particular level based on the provider's education, training, experience, and professional license.

(b) Department approval of a provider at a provider level less than the full-service level will be conditioned on the requirement that, in providing sex offender treatment to a sex offender who is under the department's jurisdiction, that approved provider must be supervised by an approved full-service-level provider. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.050. Application review; approval or denial; request for review of denial.

(a) The Sex Offender Treatment Committee shall review an application for approval as a sex offender treatment provider and shall place in the applicant's file the committee's recommendation to the department regarding approval or denial of the application. The committee may recommend denial only if the committee determines that the applicant does not meet the requirements for approval in 22 AAC 30.030. If the committee recommends denial of an application, the committee's recommendation to the department must include a written statement of the committee's reasons for recommending denial. The committee shall forward the applicant's file to the department.

(b) After review of the application and the committee's recommendation, the department will approve or deny an application for provider approval and will notify the applicant of the decision. If the department denies the application, the department will furnish the applicant with a statement of its findings regarding the denial and with instructions for requesting a review of the denial under 22 AAC 30.060. Failure to timely request review as provided in 22 AAC 30.060(a) precludes further department consideration of the denial. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.060. Review of denial. (a) An applicant whose application for provider approval was denied under 22 AAC 30.050 may request review of the denial by filing a request with the commissioner within 30 days after the date of the department's notification of denial under 22 AAC 30.050(b). The request for review must contain a statement of why the department's decision should be changed and must indicate which department findings the applicant believes are in error.

(b) If the commissioner determines that the request for review demonstrates a genuine issue in contention, the commissioner will grant an administrative review. The commissioner's denial of a request for review is a final administrative decision for purposes of appeal to the superior court under the Alaska Rules of Appellate Procedure.

(c) If the request for review is granted, the commissioner will appoint a review officer to conduct the review. If the commissioner appoints a department employee as the review officer, the employee will not be a person who participated in the decision to deny the application.

(d) In conducting the review, the review officer may

(1) request additional information from the applicant if the review officer considers the information to be necessary to the review; and

(2) conduct an additional investigation if the review officer believes that the information to be obtained from the additional investigation is necessary to the review.

(e) All information resulting from the review officer's review will be retained in the applicant's file.

(f) Upon completion of the review, the review officer shall prepare a written report that summarizes the case and recommends a decision, and shall submit the report and the applicant's file to the commissioner. The commissioner will review the report and will issue a written decision that sets out the reasons for accepting or rejecting the review officer's recommendation. The review officer's report and a copy of the commissioner's decision will be retained in the applicant's file. The commissioner's decision is a final administrative decision for purposes of appeal to the superior court under the Alaska Rules of Appellate Procedure.

(g) In a review under this section, the burden of proof is on the applicant to establish by a preponderance of the evidence that the applicant meets the department's requirements for provider approval under this chapter. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.070. Renewal process; qualifications. (a) To renew provider approval under this chapter, an approved provider must apply for renewal of approval no later than 60 days before the end of the provider's current approval period by submitting an application for renewal to the Sex Offender Treatment Committee on a form provided by the department.

(b) For a provider's approval to be renewed, the provider must

(1) have a current professional license, in good standing, as described in 22 AAC 30.030(b);

(2) be of good moral character;

(3) have obtained, within the preceding three years, 20 hours of continuing education in the treatment of sex offenders that

(A) was sponsored or conducted by the Association for the Treatment of Sexual Abusers;

(B) fulfills a continuing education requirement imposed by the board that licenses the provider as a psychiatrist, psychologist, psychological associate, social worker, marital and family therapist, or professional counselor; or

(C) has been approved by the department as being substantially equivalent to the continuing education described in (A) or (B) of this paragraph;

(4) agree to abide by the standards set out in 22 AAC 30.200 in providing sex offender treatment to a sex offender who is under the department's jurisdiction; and

(5) provide a reference, on a form provided by the department, from the supervising full-service-level approved provider if the applying provider's current approval is conditioned under 22 AAC 30.040 on that supervision.

(c) A renewal application must include

(1) the provider's name, business mailing address, and telephone number;

(2) verification from the relevant Alaska licensing board that the provider has a current professional license, as described in (b)(1) of this section, in good standing;

(3) documentation verifying that the provider has obtained the continuing education required by (b)(3) of this section;

(4) the reference described in (b)(5) of this section, signed by the supervising full-service-level provider, if the reference is required under (b)(5) of this section;

(5) all information not previously provided to the department regarding the provider's criminal history; and

(6) information not previously provided to the department regarding any investigations of the provider within the past three years for possible professional license violations.

(d) A renewed provider approval lapses three years from the date of renewal. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.080. Renewal application review; approval or denial; request for review of denial. (a) Review of an application for renewal of provider approval by the Sex Offender Treatment Committee and the department, and approval or denial of the application, will be conducted in the manner provided in 22 AAC 30.050 for an application for initial provider approval.

(b) Review of denial of a renewal application may be requested as provided in 22 AAC 30.060(a). The review of a denial will be conducted as described in 22 AAC 30.060. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.090. Transition: previously approved providers. (a) Notwithstanding the provisions of 22 AAC 30.020 - 22 AAC 30.060, an individual who, on 11/02/2002, had approval from the department to provide sex offender treatment to sex offenders who are under the department's jurisdiction is considered on 11/02/2002 to be an approved provider under this chapter.

(b) The individual's provider approval under (a) of this section lapses on 11/02/2003. To maintain provider approval under this chapter, the individual must, no later than 60 days before the lapse date of the individual's provider approval under this section, apply for renewal of provider approval under 22 AAC 30.070. The individual must meet the requirements of 22 AAC 30.070 in order to obtain renewal of approval. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.100. Lapsed approval. (a) If an individual's provider approval under this chapter lapses, the individual may submit to the department, no later than 60 days after the approval lapsed, a request to submit a late renewal application. The request must state the reasons for late application. If the department determines that good cause exists to allow a late renewal application, the department will notify the individual that a late renewal application may be submitted and will be processed under 22 AAC 30.070 and 22 AAC 30.080. If the department determines that good cause does not exist to allow a late renewal application, the department will notify the individual of that determination and that the individual must instead follow the procedures in 22 AAC 30.030 for a new initial approval.

(b) An individual whose approval under this chapter has lapsed and who subsequently applies for a new initial approval under 22 AAC 30.030 must, in addition to meeting the requirements of 22 AAC 30.030, meet the continuing education requirement in 22 AAC 30.070(b) and must submit with the application under 22 AAC 30.030 documentation of having met that requirement. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.110. Complaints; subsequent action against provider approval. (a) A person, including an employee of the department, may bring a complaint against an approved provider, alleging a violation of a requirement for provider approval under this chapter, a violation of a supervision condition placed on the approval as described in 22 AAC 30.040, or a violation of a standard of care in 22 AAC 30.200 by submitting the complaint in writing to the Sex Offender Treatment Committee. The committee shall open a complaint file and review the complaint. Upon completion of initial review of the complaint, the committee shall prepare for the complaint file a report regarding the complaint, including the committee's conclusion as to whether there is probable cause to believe that a violation has occurred. In the report, the committee may recommend that the department suspend the provider's approval under this chapter until the complaint is resolved, in order to prevent an undue risk of harm to the public. The committee shall forward the complaint file to the department.

(b) If, after review of the complaint file, the department determines that probable cause does not exist to believe that a violation has occurred, the department will furnish a written report of the complaint to the provider who is the subject of the complaint, setting out the reasons for the determination, and will place a copy of the report in the complaint file.

(c) If, after review of the complaint file, the department determines that there is probable cause to believe that a violation has occurred, the department will notify the provider who is the subject of the complaint of the allegations contained in the complaint, and will furnish the provider with a response form. The department will return the complaint file to the committee and direct the committee to investigate the allegations in the complaint.

(d) If the department directs the committee to conduct an investigation as described in (c) of this section and the department concludes that suspension of the provider's approval pending resolution of the complaint is necessary to prevent an undue risk of harm to the public, the department will notify the provider that the department intends to suspend the provider's approval under this chapter pending resolution of the complaint and that the provider may contest the suspension determination by providing to the department, within three days after the date of the notification under this subsection, a written statement as to why suspension is not necessary to prevent an undue risk of harm to the public. The department will consider the provider's statement, make a final determination as to whether the provider's approval under this chapter should be suspended pending resolution of the complaint, and will notify the provider of that final determination. If the department's final determination is that the provider's approval under this chapter should be suspended, the suspension takes effect upon the provider's receipt of notification of that final determination.

(e) Within 14 days after the date of the notification of allegations under (c) of this section, the provider shall submit to the committee, on the response form furnished by the department, a sworn statement in response to the allegations in the complaint. The provider shall cooperate with the investigation of the complaint by providing to the committee any documents or information requested by the committee. The provider's failure to respond to the allegations or to cooperate with the committee's investigation as required by this subsection may result in revocation of the provider's approval. The committee shall place in the complaint file the provider's response statement, any other documents or information provided to the committee under this subsection, and any other material considered by the committee in its investigation.

(f) Upon completion of its investigation, the committee shall prepare for the complaint file a report of the results of the committee's investigation and a recommendation for department action regarding the complaint, and shall forward the complaint file to the department. The committee's recommendation may be that the department

(1) take no action;

(2) continue the provider's approval under this chapter with conditions designed to correct the violation, if the committee considers the violation to be a minor one that does not create an undue risk to the public and is amenable to correction within a specified period of time; or

(3) revoke the provider's approval under this chapter.

(g) If, after review of the complaint file, including the committee's report and recommendation under (f) of this section, the department decides to

(1) take no action on the complaint, the department will notify the provider of the decision, will furnish the provider with a written report of the decision and will retain a copy of the notification and report in the complaint file;

(2) continue the provider's approval under this chapter with specified conditions designed to correct the violation, the department will notify the provider of the continued approval and conditions, will furnish the provider with a written report of the decision, including a statement of the reasons for the conditions, and will retain a copy of the notification and report in the complaint file;

(3) revoke the provider's approval under this chapter, the department will notify the provider of the revocation decision, will furnish the provider with a written report of the decision, including a written statement of the reasons for revocation and instructions for requesting a review of the decision, and will retain a copy of the notification and report in the complaint file.

(h) A provider who receives notification of a decision under (g)(2) or (3) of this section has 30 days from the date of the notification to request review of the decision in the manner described in 22 AAC 30.060(a). If the provider timely requests review as provided in this subsection, the department's review of the decision will be conducted as described in 22 AAC 30.060. If a timely request for review is not received as provided in this subsection, the revocation or the placement of conditions takes effect on the 31st day after the date of the notification of the decision under (g) of this section.

(i) After resolution of a complaint under this section, the department will inform the complainant of the disposition of the complaint.

(j) In this section, "violation" means a violation of a requirement for provider approval under this chapter, a violation of a supervision condition placed on the approval as described in 22 AAC 30.040, or a violation of a standard of care in 22 AAC 30.200 (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.120. Summary suspension or revocation of provider approval. (a)

Notwithstanding the procedures set out in 22 AAC 30.110, the department will summarily suspend or revoke a provider's approval as provided in this section.

(b) The department will summarily suspend a provider's approval under this chapter if the department determines that the provider's professional license issued in this or another jurisdiction has been suspended or determines that the provider has violated a condition placed on the approval under 22 AAC 30.110(g). The department will notify the provider of the suspension of provider approval under this section. Suspension of provider approval under this subsection takes effect on the date the provider is notified of the suspension. The provider may not apply for renewal of the approval, or apply for a new initial approval, under this chapter while the provider's approval is suspended under this section. If, before the lapse date of the provider's approval, the provider

(1) submits verification to the department that the provider's suspended professional

license has been restored to good standing, or that the provider is in compliance with the relevant condition, as applicable, the department will lift the suspension of the provider's approval under this chapter;

(2) has not submitted verification to the department that the provider's suspended professional license has been restored to good standing or that the provider is in compliance with the relevant condition, as applicable, the provider's approval under this chapter lapses.

(c) A provider whose professional license was suspended and whose approval under this chapter lapsed under (b)(2) of this section because that professional license had not been restored to good standing must comply with the procedures and requirements of 22 AAC 30.100 to obtain a subsequent approval under this chapter and must submit verification acceptable to the department that the provider's suspended professional license has been restored to good standing.

(d) The department will summarily revoke a provider's approval under this chapter if the department determines that the provider's professional license issued in this or another jurisdiction has been revoked. The department will notify the provider of the revocation. Revocation under this subsection takes effect on the date the provider is notified of the revocation.

(e) In this section, "professional license" means a license described in 22 AAC 30.030(b)(1) or a license to practice in one of the fields listed in 22 AAC 30.030(b)(1) issued by another licensing jurisdiction. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.130. Revoked approval. If an individual's provider approval under this chapter is revoked under 22 AAC 30.110 or 22 AAC 30.120, the individual

(1) may not apply for a new initial approval under 22 AAC 30.030 sooner than two years after the effective date of the revocation;

(2) in applying for a new initial approval under 22 AAC 30.030 also must meet the continuing education requirement of 22 AAC 30.070(b) and must submit documentation of meeting the requirement. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.200. Standards of care. (a) An approved provider shall comply with the standards of care set out in this section in providing sex offender treatment to a sex offender who is under the department's jurisdiction.

(b) An approved provider may not

(1) allow personal feelings about a client or the client's crimes to interfere with the provider's professional judgment and objectivity, and shall make appropriate referrals to other professionals if the provider is unable to manage negative reactions to a client;

(2) discriminate based on age, gender, race, ethnicity, national origin, religion, sexual orientation, political affiliation, social or economic status, disability, or any basis proscribed by law;

(3) engage in behavior that is harassing, exploitative, or demeaning to a client;

(4) barter for services;

(5) advise or facilitate family reunification unless suitable measures have been taken

to ensure the safety of, and appropriateness of reunification for, the client's victim;

(6) provide sex offender treatment to a sex offender who is under the department's jurisdiction if the provider has a pre-existing relationship with that person and that relationship could impair the provider's professional judgment;

(7) engage in a sexual relationship with a client or former client, regardless of whether payment was made for the sex offender treatment, and may not engage in a sexual relationship with a family member of a client or former client;

(8) engage in a business or social relationship with a client if that relationship could conflict with or compromise the primary professional relationship;

(9) disclose identifying information about a client during professional training or workshops; an audiotape or videotape to be used by the provider during training or a workshop must protect the identity of the client and may be used only after obtaining written informed consent from the client; or

(10) encourage or permit the use of pornography.

(c) An approved provider shall

(1) discuss fees to be charged for services before, or at the time of, the client's initial appointment, and shall inform the client before a change is made regarding fees that will be charged;

(2) at the time of the initial appointment, inform the client about the types of services to be provided, reasonable expectation of outcomes, alternatives to the type of services proposed, potential benefits and risks involved in the services, and the limits of privilege and confidentiality; if a client is incapable of consenting to services, the provider shall explain to the client the proposed assessments and treatments in a manner commensurate with the client's developmental and psychological capabilities and shall obtain a signed informed consent from the client's legal guardian;

(3) carry out professional duties regarding a client in a way that maximizes safety for the client's victims and potential victims;

(4) hold in confidence information provided by a client's victim, and not provide the information to others, including the client, without the written permission of the victim;

(5) comply with all state and federal reporting laws;

(6) advise each client as to the confidentiality of communications with the client, how confidentiality applies when multiple clients are members of the same family, and of statutory requirements for mandatory reporting;

(7) except when reporting is mandated by state statute, obtain a written waiver of confidentiality before releasing information about a client; the provider shall inform the client about the reasons for the release of information; and

(8) cease sex offender treatment for a client if

(A) the client also is receiving treatment from a provider who is not approved under this chapter;

(B) it is determined by another provider who is an approved full-service-level

provider that that treatment is interfering with sex offender treatment with the approved provider; and

(C) the client does not cease treatment with the unapproved provider.

(d) Supervision arrangements between a supervising provider under 22 AAC 30.040 and a supervised provider must be agreed upon in writing before the supervised provider begins providing sex offender treatment to a client. The written document must specify the duties to be performed by the supervised provider, the scope and focus of the supervision, and the frequency and duration of supervision meetings.

(e) An approved provider who is supervising another approved provider under 22 AAC 30.040 may not delegate responsibilities to or advise professional activities for the supervised provider unless the supervising provider is confident that the responsibilities or activities are within the competencies of the supervised provider. In deciding whether to delegate or advise, the supervising provider shall consider the training, education, and experience of the supervised provider.

(f) A provider who is supervising another provider under 22 AAC 30.040 shall take the steps necessary to ensure that the supervised provider performs professional duties ethically, competently, and responsibly. A supervising provider shall review and co-sign all reports prepared by the supervised provider, to indicate either concurrence or nonconcurrence with the opinions, conclusions, and recommendations stated in the report.

(g) A provider who is supervising another provider under 22 AAC 30.040 may not engage in a sexual relationship with that provider.

(h) A provider whose approval is conditioned under 22 AAC 30.040 upon being supervised shall inform clients of the supervision, supply the name of the supervising provider, and explain the impact of the supervision on the confidentiality of communications with the client.

(i) In this section, "client" means a sex offender who is under the jurisdiction of the department and who is receiving, or will be receiving, sex offender treatment. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030

22 AAC 30.900. Definitions. In this chapter,

(1) "approved provider" means an individual who has received approval from the department under this chapter to provide sex offender treatment to sex offenders who are under the department's jurisdiction;

(2) "clinical services" means the application of assessment and psychotherapeutic techniques by an individual licensed under AS 08 to practice in the field of psychiatry, psychology, social work, marital and family therapy, or professional counseling;

(3) "committee" means the Sex Offender Treatment Committee established under 22 AAC 30.010;

(4) "commissioner" means the commissioner of corrections;

(5) "department" means the Department of Corrections;

(6) "good moral character" means, based on consideration of all aspects of an individual's character, the absence of acts or conduct that would cause a reasonable person to

have substantial doubts about the individual's honesty, fairness, and respect for the rights of others and for the laws of the state and the nation; the following are indicia of a lack of good moral character:

(A) illegal conduct;

(B) conduct involving moral turpitude, including dishonesty, fraud, deceit, or misrepresentation;

(C) intentional deception or fraud, or attempted deception or fraud, in an application, examination, or other document submitted to secure employment, eligibility for licensure, or certification;

(D) conduct that adversely reflects on a person's fitness to provide sex offender treatment, including intoxication while providing treatment and undue familiarity with a client, or with a sex offender, or correctional inmate, probationer, or parolee, with whom the provider has a professional relationship;

(7) "moral turpitude" means an act that

(A) is contrary to justice, honesty, principle, or good morals;

(B) violates the private and social duties that a person owes to another or to society in general; or

(C) is immoral in itself, regardless of illegality;

(8) "sex offender" means an individual who

(A) has been convicted of a sexual offense as defined in

(i) AS 11.41.410 - 11.41.470, AS 11.61.110(a)(7), 11.61.120(a)(4) or (5), or 11.61.125; or

(ii) former AS 11.15.120, 11.15.134, 11.15.160, AS 11.40.080, 11.40.110, 11.40.130, or 11.40.200 - 11.40.420;

(B) has been convicted under a statute of another jurisdiction that is substantially similar to a statute listed in (A) of this paragraph; or

(C) acknowledges behavior that, if charged, would have been a crime under a statute listed in (A) of this paragraph;

(9) "sex offender treatment" means the provision of clinical services to a sex offender and includes assessment of the sex offender;

(10) "undue familiarity" means developing, or attempting to develop, an intimate, personal, or financial relationship with an individual, or otherwise failing to maintain an appropriate professional relationship with the individual. (Eff. 11/2/2002, Register 164)

Authority: AS 33.30.011 AS 33.30.021 AS 44.28.030