

**REQUEST
FOR
PROPOSAL
NO. 2023-002**

**Alabama Department of Corrections
Inpatient Mental Healthcare Services**

**Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104**

March 16, 2023

TABLE OF CONTENTS

	Page
SECTION I Introduction.....	3
SECTION II General Terms and Conditions	8
SECTION III Statement of Work	15
SECTION IV Certifications.....	23
SECTION V Instructions to Vendors/Proposal Preparation and Selection Criteria.....	29
Attachment A - Vendor Proposal Form	
Attachment B - Proposal Submission Envelope Label Sample	
Attachment C - Phase 2A Order and Injunction on Mental Health Individualized Treatment Planning Remedy	
Attachment D - Required Forms	
Attachment E - RFP Critical Dates	

SECTION I INTRODUCTION

The Alabama Department of Corrections (“ADOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal for a qualified vendor to provide comprehensive inpatient mental health care to certain inmates within the custody and control of the ADOC, who have been identified as needing inpatient hospitalized mental health care. You are invited to submit a response in accordance with the requirements specified in this RFP. All proposal requirements are set forth in Section V of this RFP.

The ADOC possesses a constitutional duty to provide healthcare services to inmates in its custody. The ADOC has contracted with a third party to provide comprehensive healthcare services, including mental health services to inmates housed within its facilities. From time to time, an inmate is identified by the mental health care staff as needing advanced inpatient mental health care in a hospitalized setting, which is beyond the scope of the services provided by the third-party healthcare provider. The ADOC, therefore, intends to secure long-term access from one (1) or more vendors to provide advanced inpatient mental health services including, but not limited to, psychiatric stabilization services, for inmates who suffer from an acute mental illness or exacerbation of a chronic mental illness at a facility operated by Selected Vendor that is located in a geographically advantageous location within the State of Alabama. It is the intention of the ADOC to begin utilizing the services anticipated by this RFP by **October 1, 2023**.

Proposals to provide these services must be received in the ADOC Commissioner’s Office by **4:00 p.m., Central Standard Time, on April 20, 2023**.

1.1 Purpose of RFP

The purpose of this RFP is to secure a contract with a qualified Vendor to provide advanced inpatient mental health care in a secure unit/facility located within the State of Alabama. The contracting period will be for an initial two (2) year period with renewal options available. The contract term shall not to exceed a total of five (5) years.

1.2 Definitions

“ADOC,” “DOC,” or “Department” - the Alabama Department of Corrections.

Authorized Representative - any person or entity duly authorized and designated in writing to act for, and on behalf of, the Vendor in negotiating or executing contract.

Contract - refers to the written agreement entered into by the ADOC and Selected Vendor as a result of this RFP.

Healthcare - the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in humans. Healthcare is delivered by, among others, qualified healthcare professionals.

Imminent Danger - the existence of a substantial likelihood that the inmate will act to harm himself / herself or others in the immediate foreseeable future.

Inmate - person who has been sentenced to the custody of the ADOC or a person from another jurisdiction housed in ADOC facilities pursuant to the Interstate Corrections Compact.

Inmate-Patient - Inmate who has been referred to Selected Vendor for advanced inpatient mental health services provided pursuant to the contract.

Medication Management Encounter - a discussion between a Qualified Mental Health Professional and an inmate about medication recommendations, informed consent, efficacy, adherence, side effects, or other related topics.

Qualified Dental Professional(s) - a dentist, hygienist, technician, assistant, and other dental professional who, by virtue of his or her education, credentials, licensure, and experience is permitted by law to evaluate and care for the dental needs of patients.

Qualified Healthcare Professional(s) - means a Qualified Dental Professional, Qualified Medical Professional, and/or Qualified Mental Health Professional.

Qualified Medical Professional(s) - a physician, osteopath, registered nurse, or other medical professional who, by virtue of his or her education, credentials, licensure, and experience is permitted by law to evaluate and care for the medical needs of patients.

Qualified Mental Health Professional(s) - a psychiatrist, certified registered nurse practitioner, psychologist, social worker, registered nurse, counselor, or other mental health professional who, by virtue of his or her education, credentials, licensure, and experience, is permitted by law to evaluate and care for the mental health needs of patients.

RFP - this Request for Proposal, together with all attachments, amendments, and addenda thereto.

RTU – Residential Treatment Unit. A mental health inpatient treatment unit located within an ADOC facility designed to provide a stable and supportive environment for inmates to achieve maximum functionality and reintegrate into the general prison population. The RTU also provides a permanent residence for a small percentage of inmates whose serious mental illness is associated with a persistent functional impairment that precludes them from living in the general prison population. It contains three (3) levels with declining acuity of symptoms and conditions from RTU Level 1 to RTU level 3.

Selected Vendor - any qualified corporation, legal entity, or individual chosen by the ADOC to negotiate a contract. The singular or plural form of this term may be used interchangeably.

Serious Mental Illness – Any diagnosed mental disorder (excluding substance use disorders) currently associated with serious impairment in psychological, cognitive, or behavioral functioning that substantially interferes with the person’s ability to meet the ordinary demands of living and requires an individualized treatment plan by a qualified mental health professional(s).

Significant Clinical Interaction(s) - any communication and interaction between an Inmate-Patient and a member of the medical or mental health staff involving the exchange of information used in the treatment of that Inmate-Patient, excluding any casual exchanges, administrative communications, or other communications which do not relate to the Inmate-Patient’s medical or mental health condition or ongoing medical or mental health treatment.

Standard of Care - means constitutionally adequate healthcare consistent with accepted standards of correctional healthcare.

Standards - all applicable Federal and State laws, constitutional requirements, court orders, and ADOC policies and procedures and requirements necessary to maintain accreditation from the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”).

State - the State of Alabama or the ADOC; these terms may be used interchangeably.

SLU – Structured Living Unit – A diversionary outpatient unit located within an ADOC facility for persons with serious mental illness or who are otherwise found to be inappropriate for a restrictive housing placement.

SU - Stabilization Unit - A mental health inpatient treatment unit located within an ADOC facility designed to provide intensive evaluation and treatment to inmates experiencing acute mental health problems when brief crisis interventions at other ADOC facilities or housing units have been unsuccessful in assisting the inmate to achieve prior levels of functionality.

Vendor - any corporation, legal entity, or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.

1.3 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding the RFP, Vendor must notify Ms. Mandy Speirs, ADOC’s Single Point of Contact, **by 4:00 p.m. CST on April 6, 2023**, as provided in Sections 5.1 and 5.7 of this RFP. The ADOC will issue written instructions, if appropriate, by April 14, 2023. The written responses will be posted to the ADOC website, www.doc.alabama.gov/RequestForProposals.

1.4 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; and (3) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

1.5 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor’s proposal regardless of whether or not Vendor is selected for

negotiations. Any costs associated with this procurement will be the responsibility of Vendor and will in no way be charged to the ADOC.

1.6 Security

By the time of the signing of a contract, Selected Vendor must provide a Performance Guarantee in the amount of two million dollars (\$2,000,000) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Selected Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.7 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.8 Opening Date

Vendor proposals will be opened on April 21, 2023, at **10:00 am**, in the ADOC Legal Conference Room located at 301 South Ripley Street, Montgomery, Alabama 36104. At the scheduled place and date for the proposal opening, only the names of Vendors who submitted proposals will be announced.

1.9 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section 5.9, Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC, who will make the final selection.

1.10 Cost of the Contract

The total cost of the contract shall be a fixed fee, and at no time shall it exceed the total cost quoted by Vendor in its proposal. The total price of the contract will include all costs of equipment and other services provided by Selected Vendor pursuant to this RFP including, but not limited to, resources expended, supplies, and all travel expenses. Payments will be made monthly during the time period for which Selected Vendor performs the work as is further specified in the contract and upon written invoice submitted by Selected Vendor.

1.11 Contract Negotiations

Selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC within thirty (30) days of notification of intent to negotiate, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

1.12 Entire Agreement

The contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the contract, must be approved and signed by the appropriately authorized State and ADOC officials.

1.13 Communications

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Vendor to any facility, division, or employee of the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation.
- b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
 - 1) Written Requests for Clarification/Information, consistent with Sections 5.1(c) and 5.7;
 - 2) Oral Presentations; or
 - 3) Negotiations.
- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mandy Speirs, by email at mandy.speirs@doc.alabama.gov, and include in the subject line "RFP 2023-002: Inpatient Mental Health Services."
- d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

This page intentionally left blank.

SECTION II GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing a proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations. That Vendor will then be allowed to make proposal modification(s), only in accordance with a request by the ADOC.
- c) Vendor's provision of services must comply with all Standards and other requirements, the requirements of JCAHO, or standards as may be defined in Administrative Regulations, directives, policies, court orders, and procedures of the ADOC.
- d) If any requirement of the RFP exceeds the Standards or requirements as set forth in Section 2.1(c) of this RFP, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Selected Vendor and the ADOC.
- e) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- f) Vendors may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2, unless otherwise required by law.
- g) Upon the award of, or the announcement of the decision to award, a contract, the ADOC will inform the Selected Vendor in writing.
- h) Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores will not be considered public. The final results of the ADOC Evaluation Committee and any proposals received in response to the RFP will not be publicly available until a final contract has received all necessary approvals.
- i) The ADOC reserves the right to modify the requirements of the RFP or the contract by: (1) changing the operational requirements or time frames, (2) adding or deleting tasks to be

performed or equipment to be provided, and/or (3) making any other modification deemed necessary by the ADOC.

- j) Any changes in Vendor's proposed system or pricing in response to an ADOC request, as provided in Section 2.1(i), are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the Vendors that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- k) Deadlines and other critical dates in this RFP have been provided in Attachment E. For any discrepancies between Attachment E and the dates included in this RFP, Attachment E will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

2.2 Other General Terms

- a) The contract will be comprised of this RFP and any changes or modifications made during the negotiation process. The contract, including any attachments, will constitute the entire agreement between Selected Vendor and the ADOC. The contract and any renewal thereof may be subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama as required by State law. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State law.
- b) No interpretation of any provision of the RFP or the contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) The length of the contract shall be two (2) years with three (3) mutually agreed upon one (1) year renewal options. No renewal may be at Selected Vendor's sole option. The total contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.
- d) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses paid related to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.
- e) It is understood that orders from a Court of competent jurisdiction or other unforeseeable circumstances may impact the nature and scope of services sought by this RFP, and any such changes requiring a change in scope of this RFP may result in additional negotiations and/or amendments to the contract. To the extent any duties or obligations exist on the ADOC concerning the provision of healthcare services as contemplated by this RFP, then Vendor must cooperate with the ADOC to ensure those ADOC duties and obligations are address and fulfilled by Selected Vendor.

- f) Selected Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- g) Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the contract. Vendor covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.
- h) The contract shall not be assignable by Vendor, in whole or in part, without the written consent of the ADOC. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the ADOC to consent to any subsequent assignments.
- i) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC or under the Alabama State Merit System Act pursuant to the contract.
- j) Selected Vendor, who executes the contract for service, is contractually responsible for the total performance of the contract. Subcontracting may be allowable at the sole discretion of the ADOC but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
 - 1) Any sub-vendor providing services required in the RFP or in the contract will meet or exceed the requirements set forth in the RFP.
 - 2) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or the contract will in any way affect Selected Vendor's obligations under the contract.
- k) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties under the contract. Selected Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event the ADOC determines that any individual performing services for Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will replace that individual.
- l) Selected Vendor, or its employees who perform services requiring a license, permit, or certification, will have and maintain said required licenses, permits, or certifications.

- m) If Selected Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Selected Vendor will not be relieved of its obligation to complete performance. The ADOC, however, will have the option to terminate the contract upon written notice to Selected Vendor.
- n) Selected Vendor will consult with, and keep the ADOC fully informed as to, the progress of all matters covered by the contract. The Selected Vendor will promptly furnish the ADOC with copies of all correspondence and all documents prepared in connection with the services rendered under the contract. Upon request, the Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- o) Selected Vendor will be required to comply with any inspections by the ADOC and to explain deviations from the services outlined in this RFP. Failure to correct, or take reasonable steps to correct, any issues noted to the Vendor in writing within a reasonable time period, may result in a notice of a breach of contract as set forth in Section 2.2(z) of this RFP.
- p) All documents, materials, or data developed as a result of work under the contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Vendor's work under the contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of the RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- q) Selected Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- r) Selected Vendor and its sub-vendors will maintain books and records related to the performance of the contract or any subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Selected Vendor will maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds to the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.
- s) Billing

- 1) Vendor shall provide a detailed invoice for the services utilizing one (1) standardized format.
 - 2) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
 - 3) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
 - 4) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.
 - 5) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.
 - 6) Vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment. If you have not registered on the State of Alabama Vendor Self Service (VSS) web site, <https://procurement.staars.alabama.gov>, it is recommended that you register your company.
- t) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.
- u) Changes can be made to the contract in any of the following ways:
- 1) The parties may agree in writing to modify the scope of the contract. An increase in the price or extension of time of the contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract and may be subject to the process set forth in Section 2.2(a).
 - 2) The ADOC may order changes within the general scope of the contract at any time by written notice to Selected Vendor. Changes within the scope of the contract include, but are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing, and may be subject to the provisions of Section 2.2(a).
- v) It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama,

1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

- w) Any dispute arising under, or relating to, the contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.
- x) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
- y) The ADOC may terminate any contract without penalty to the ADOC, or further payment required, in the event of:
 - 1) Any breach of the contract that, if susceptible of being cured, is not cured within thirty (30) days of the ADOC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - 2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
 - 3) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
 - 4) For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,

- 5) For convenience of the ADOC.
- z) Should Selected Vendor at any time during the course the contract: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or (3) fail in the performance of any agreement contained in the contract, the ADOC will have the option, after forty-eight (48) hours written notice to Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:
- 1) Withhold any monies then or next due to Selected Vendor;
 - 2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or the contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - 3) Terminate the contract, consistent with Sections 2.2(y) or 2.2(aa).
- aa) The ADOC reserves the right to cancel and terminate any contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any contract.
- bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- cc) Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: General Counsel, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting contract. Notices will be sent by registered mailed, return receipt requested.
- dd) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the contract by Selected Vendor without consultation of the ADOC.

2.3 Filing of Protests; resolution; administrative review

§41-4-161 Code of Alabama

- (a)(1) A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer within 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.
- (2)a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or award of a contract may protest to the Chief Procurement

Officer within 14 days of the date the award or notification of intent to award, whichever is earlier, is posted in accordance with this article.

b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(3) A protest filed under subdivision (1) or (2) shall be in writing, be filed with the Chief Procurement Officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(b) The Chief Procurement Officer, or his or her designee, may settle and resolve the protest of a bona fide actual or prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.

(c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, the Chief Procurement Officer shall commence an administrative review of the protest and issue a decision in writing within 14 days of the review.

(d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.

(f) In the event of timely protest under subsection (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protestor, except that solicitation or award of a protested contract is not stayed if the Chief Procurement Officer, after consultation with the head of using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

This portion intentionally left blank.

SECTION III STATEMENT OF WORK

3.1 Standard of Care

Selected Vendor must provide healthcare programs and services in an environment that is safe and conducive to the effective delivery of those programs and services. Except as otherwise provided in this RFP, Selected Vendor must provide all articles, equipment, facilities, goods, insurance, materials, medications, staff, supplies, tools, utilities, and other goods and services necessary to fully perform the healthcare services sought in this RFP. Each Inmate-Patient must be afforded quality healthcare services by Qualified Healthcare Professionals in accordance with the appropriate Standard of Care. This includes, but is not limited to, appropriately licensed and board certified providers.

3.2 Facility

a) Selected Vendor must operate a secure facility that provides a therapeutic environment. Selected Vendor's facility must, at a minimum:

- 1) be located within the State of Alabama. Vendor should provide the address of the proposed facility in its proposal;
- 2) be currently accredited by the JCAHO;
- 3) meet or exceed the licensure standards for a private psychiatric hospital in the State of Alabama;
- 4) must have at least ten (10) beds for Inmate-Patients on a dedicated basis and at least five (5) or more beds available for Inmate-Patients on an as needed basis. Nothing in this RFP or any contract, however, should be construed to guarantee a minimum number of beds to be utilized at any given time by the ADOC. Vendor must identify in its proposal the number of beds it can make available to the ADOC on a dedicated basis (i.e., ten (10) or more) and the number of beds it can make available to the ADOC on an as needed basis (i.e., five (5) or more);
- 5) must include a separation between Inmate-Patients and free-world patients who are not inmates and between Inmate-Patients who are under the age of nineteen (19) and other individuals over the age of nineteen (19);
- 6) must provide that male and female Inmate-Patients will be housed in separate rooms and will receive separate treatment; and
- 7) must be compliant with the Americans with Disabilities Act ("ADA").

- b) Vendor must provide in its proposal a schematic or floor plan of the unit where patients will be housed. In addition, Vendor is to include a floor plan of a patient room within the unit that include notations of non-ligature fixtures, doors, bathrooms, shower areas, cameras, and monitoring equipment. Photographs of this area(s) may also be provided with the Vendor's response.
- c) Describe any security technology and/or camera systems including, but not limited to, the area of central monitoring of the proposed designated unit. This should also include the retention policy of digital recordings of the unit(s).

3.3 Mental Health Services

- a) Treatment Assessments and Modalities.
 - 1) Selected Vendor must provide necessary mental health assessments and evaluations of each Inmate-Patient sufficient to clarify all psychiatric diagnoses per the DSM-5-TR, and to create a case formulation sufficient to support effective treatment. This includes a psychiatric assessment, a psychological evaluation (and testing, if indicated), a psychosocial assessment, a trauma assessment, a nursing assessment, a physician examination, and additional or different assessments or evaluations based on the Inmate-Patient's need or condition.
 - 2) Selected Vendor must provide inpatient mental health services in accordance with the Standard of Care by Qualified Mental Health Professionals. All treating psychiatrists must be board certified in psychiatry and hold an active medical license in the state of Alabama.
 - 3) Selected Vendor's mental health services must be tailored to adequately meet the clinical needs of each Inmate-Patient, considering his or her functional level, readiness for treatment, insight into mental illness, and motivation for treatment.
 - 4) Selected Vendor must have psycho-educational groups, individual therapy, group psychotherapy, pharmacology, and activity therapy.
 - 5) All psychotherapy must be evidence-based.
 - 6) The timing and duration of appointments with Qualified Mental Health Professionals will be determined by clinical judgment based on the needs of the Inmate-Patient.
 - 7) Each Inmate-Patient will have access to the treatment modalities prescribed by his or her treatment team.

- 8) Selected Vendor must provide the level of individualized mental health services necessary to meet the needs of each Inmate-Patient.
 - 9) Selected Vendor must possess the ability, twenty-four (24) hours per day, seven (7) days per week, to provide psychiatric emergency care in the least restrictive manner necessary to address any imminent danger of harm to self or others.
 - 10) Selected Vendor qualified mental health clinicians will document a thorough assessment of suicide risk for each Inmate-Patient. This will include, but not be limited to a history of any suicidal thoughts or acts, or related risky behaviors (“tempting fate”), as well as prior and current risk and protective factors. Selected Vendor will use at least one standardized suicide risk assessment instrument during the admission as part of this comprehensive evaluation. The psychiatric provider will either conduct this evaluation or review the information and document agreement with the findings.
 - 11) Selected Vendor qualified mental health clinicians will also document a risk assessment for potential non-suicidal self-harm or harm to others.
- b) Treatment Team and Plan.
- 1) Each Inmate-Patient must have a designated treatment team.
 - 2) An Inmate-Patient’s treatment team must meet promptly after his or her transfer to the Selected Vendor’s facility to review the existing treatment plan, address the impact of the transfer on the Inmate-Patient, and define treatment goals consistent with available treatment and programming at Selected Vendor’s facility.
 - 3) An Inmate-Patient’s treatment team must meet at regular intervals, as determined by his or her level of acuity and need, in order to formulate or revise the Inmate-Patient’s treatment plan, review progress notes, discuss the condition of the Inmate-Patient, and address the Inmate-Patient’s progress.
 - 4) A treatment team must be comprised of Qualified Mental Health Professionals, including a psychiatrist. The Inmate-Patient is expected to attend and participate, unless the he or she poses a documented unreasonable risk to clinical or security staff, or unless any information to be discussed by the treatment team would be psychologically detrimental.
 - 5) Each Inmate-Patient must have an individualized treatment plan that is created, amended, and updated in a timely manner to reflect changes in goals, plans to achieve goals, changes in mental health status or symptoms, and timeframes to achieve goals.
 - 6) A treatment plan must address, at a minimum, treatment modalities; psychotropic medications; mental health assessments and evaluations; patient education; continuity of

care; and transition or discharge plans. In addition, the plan will address any relevant medical problems, needs or treatments that may affect the individual's mental health or recovery.

- 7) A sample of Vendor's treatment plan format and general group programming is to be included in Vendor's proposal.
- c) Selected Vendor must possess the ability to utilize tele-health to include, but not be limited to, potential Inmate-Patient/Inmate pre-admission, provider assessments, and discharge consultations.
- d) Selected Vendor must describe its capabilities to provide electroconvulsive therapy when deemed appropriate and clinically indicated by the treating provider.

3.4 Staffing and Training

a) Staffing

Selected Vendor must provide adequate staffing to meet the needs of the Inmate-Patients as described above. Vendor is to provide in its proposal the Registered/Licensed "nurse patient ratio" for each shift within a twenty-four (24) hour period.

b) Training

Selected Vendor will ensure that all clinical and security staff complete orientation training on essential topics pertinent to working with Inmate-Patients, including compliance with the Prison Rape Elimination Act ("PREA").

3.5 Medical and Dental Services

- a) An Inmate-Patient may possess, or during the Inmate-Patient's stay with Selected Vendor may be diagnosed with, one (1) or more emergent, urgent, or routine medical or dental diseases or conditions that require assessment, evaluation, and treatment.
- b) Selected Vendor, or its subcontractor, must provide inpatient medical and dental assessment, evaluation, and treatment in accordance with the Standard of Care by Qualified Medical and Dental Professionals. In its proposal, Vendor must describe the capabilities of its facility to administer routine, urgent, and emergent medical and dental services to those ADOC inmates housed within the mental health unit.

3.6 Pharmacy Services

- a) Selected Vendor, or its subcontractor, must provide pharmacy services to all Inmate-Patient, including the provision of emergency and routine medications in accordance with applicable Federal, State, and local law.

- b) Selected Vendor, or its subcontractor, must ensure pharmacy services are available after normal operating hours.
- c) Selected Vendor psychiatric providers will prescribe psychotropic medications based on an independent clinical judgment of treatment options that are in the Inmate-Patient's best interest. These clinicians will be provided a copy of ADOC's contracted healthcare vendor's formulary for reference, but are not constrained to prescribing only medications on this list.

3.7 Ancillary Medical Services

Selected Vendor, or its subcontractor, must provide ancillary medical services including, but not limited to, laboratory, radiology, physical therapy, audiology, neuropsychology, respiratory therapy, and other diagnostic and ancillary support services, in accordance with the applicable Standard of Care by Qualified Healthcare Professionals.

3.8 Nutrition and Food Services

Selected Vendor, or its subcontractor, must provide each Inmate-Patient with a nourishing, well-balanced diet in accordance with that Inmate-Patient's nutritional requirements.

3.9 Other Inmate Services

Selected Vendor must meet the daily living needs of each Inmate-Patient including, but not limited to, providing personal clothing, appropriate furniture, and bedding; laundry and housekeeping services; exercise and recreation; personal hygiene items, including, for example, toothbrushes, toothpaste, deodorant, shampoo, and soap; personal hygiene services including, for example, barber or cosmetology services; access to United States mail and reading materials; and a confidential location for legal visits between an Inmate-Patient and his or her attorney.

3.10 Transportation and Security

This RFP does not seek transportation or security services. The ADOC will provide these services. The ADOC will be responsible for transporting Inmate-Patients between an ADOC facility and Selected Vendor's facility. During an Inmate-Patient's stay at Selected Vendor's facility, the ADOC will be responsible for providing appropriate security to ensure the safety of the Inmate-Patient and Selected Vendor staff and access to healthcare services, provided, however, that any decision concerning the transportation, access to healthcare, or provision of healthcare services will be a clinical decision made by the Selected Vendor and not by security staff. The ADOC reserves the right to provide these services by way of a third-party vendor, who has been selected by and through proper procurement methods as required by Alabama law. In its proposal, Vendor is to describe its capability to accommodate private security personnel and the coordination of these services with their current facility security services.

3.11 Admissions, Discharges, and Continuity of Care

- a) When an Inmate-Patient's evaluation and/or treatment needs exceed those available within ADOC, that individual may be referred to Selected Vendor for advanced inpatient hospital-level care.
- b) The decision to refer an Inmate-Patient to the Selected Vendor for care will be clinically determined by the referring psychiatric provider and treatment team.
- c) The Selected Vendor psychiatric provider and team will determine whether to accept a referral. These clinicians will communicate directly with the referring clinicians whenever necessary to arrive at a decision. If this is insufficient to resolve any issues, ADOC's contracted healthcare Psychiatric Director and the ADOC Director of Psychiatry will be consulted.
- d) In the event that a referral is declined after the above discussions, the rationale for that decision will be provided in writing to OHS and to ADOC's contracted healthcare vendor Psychiatric Director and Mental Health Program Director.
- e) During an admission, the Selected Vendor will provide electronic copies of progress notes at least every two weeks. In addition, members of the clinical treatment team, including a psychiatric provider, will participate in weekly tele-conference updates and discussions with designated clinical staff from ADOC's contracted healthcare vendor to ensure continuity of care. OHS clinical staff may also participate in these discussions.
- f) In its proposal, Vendor will describe how patients are to be received at the facility, and the area of where the admission process will take place. In addition, the Vendor is required to provide a complete list of the records and forms that are required to complete the admission process as part of its proposal.
- g) Selected Vendor must provide a discharge summary and copy of records within seven (7) days of an Inmate-Patient's discharge from Selected Vendor's facility. This discharge summary must include, but not be limited to, detailed diagnostic findings, successful and unsuccessful treatment modalities provided, an assessment of risk of harm to self or others, and recommendations for continuing care within the ADOC.

3.12 Confidentiality and Privacy

- a) Selected Vendor must comply with all applicable Federal and State laws concerning the confidentiality and privacy of protected health information and inmate medical records, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d, et seq. (HIPAA); 42 C.F.R. Part 2; 45 C.F.R. Parts 160 and 162,

subparts A and E (the Privacy Rule); the Health Information Technology for Economic and Clinical Health Act, enacted on February 17, 2009, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (HITEC); and any amendments to these statutes and regulations.

- b) Individual examination or counseling sessions, medication management encounters, and therapeutic groups must take place in a setting that provides for confidentiality, unless that is not possible due to safety concerns, based upon clinical judgment. If confidentiality is not possible for an individual examination or counseling session, medication management encounter, or therapeutic group, then that fact, the reason for it, and the actions taken to maximize confidentiality must be documented in the progress note for that individual examination or counseling session, medication management encounter, or therapeutic group.

3.13 Documentary Obligations

- a) The ADOC will provide an electronic copy of all relevant parts of an Inmate-Patient's healthcare record prior to his or her transfer to the Selected Vendor's facility.
- b) All contacts for purposes of providing healthcare services must be documented in the Inmate-Patient's medical record.
- c) A progress note filed in the Inmate-Patient's medical record will document each significant clinical interaction.
- d) Upon discharge, the Selected Vendor shall provide a complete electronic copy of the Inmate-Patient's medical record to the ADOC as well as a discharge summary referenced in Section 3.11(e) of this RFP.

3.14 Availability and Retention of Records

Selected Vendor must maintain and, upon request, make available to ADOC free of charge all documents and records concerning or relating to the healthcare of Inmate-Patients, including, but not limited to, all medical, dental, or mental health records; all policies, procedures, handbooks, and manuals; any Inmate-Patient complaints and resolutions of such complaints; insurance policies; hospital credentials including, but not limited to, licenses, certifications, and accreditations; staff credentialing and privileging records; accounting and financial statements, reports, and records; and other business records required by Federal, State, or local law, rule, or regulation or necessary to meet the requirements of this RFP.

3.15 Notice of Healthcare Status Change

Selected Vendor will routinely apprise the ADOC Office of Health Services and the department's contracted healthcare vendor of the status and progress of all admitted Inmate-Patients at least every two weeks.

Any major/acute changes in the physical or mental health status of an Inmate-Patient resulting in the need for emergency care or outside hospitalization will be immediately reported to designated OHS and contracted healthcare vendor staff.

3.16 Performance Measures and Associated Remedies

The ADOC will monitor Selected Vendor's performance of any contract. Selected Vendor must timely perform its contractual duties and obligations at an acceptable quality, consistent with the Standard of Care, and in a manner consistent with acceptable industry standards, customs, court orders, and practices. Selected Vendor's operations and performance will be subject to review by the ADOC over the course of the contract.

The Selected Vendor will:

- Provide a monthly cumulative summary (in spreadsheet format) of all admissions, discharges and diagnoses to OHS.
- Participate in a quarterly teleconference review with, OHS and the ADOC contracted healthcare vendor leadership.
 - Topics will include, but are not limited to, the Selected Vendor's staffing; census, admissions, and bed availability data; infrastructure improvements; safety and incident reports; seclusion and restraint data; financial statements and billing documentation; conditions of compliance; and any additional information requested by the ADOC.

ADOC OHS will perform quarterly audits of selected clinical data, with the results provided in a written report and discussed during quarterly teleconferences.

3.17 Administrative Services

Selected Vendor is responsible for providing administrative services including, but not limited to, appropriate billing by and through Blue Cross Blue Shield of Alabama and payment of providers.

This portion intentionally left blank.

SECTION IV CERTIFICATIONS

4.1 Liability and Indemnification

- a) Vendor shall defend in any action at law, indemnify, and hold the ADOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the contract, including, without limitation, any and all claims arising from:
- 1) Any breach or default on the part of Selected Vendor in the performance of the contract;
 - 2) Any claims or losses related to services Selected Vendor is obligated to perform and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;
 - 3) Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of Selected Vendor, its officers, agents, or employees in the performance of the contract by Selected Vendor;
 - 4) Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal, State, or local regulations or statutes; and,
 - 5) Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Selected Vendor.

- b) In case any action or proceeding is brought against the ADOC by reason of any such claim, Selected Vendor, upon notice from the ADOC, shall defend against such action by counsel satisfactory to the ADOC and the Attorney General of the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the ADOC without first obtaining approval of the ADOC.

In defending the ADOC, its officials, agents, and employees, Selected Vendor shall advise and consult with the General Counsel's Office of the ADOC which may, in its discretion, enter any legal proceeding on behalf of the ADOC, its officials, agents, or employees.

Said obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the ADOC, its officials, agents, servants, or independent vendors (other than Selected Vendor) who are directly responsible to the ADOC.

4.2 Insurance Coverage

- a) Selected Vendor shall continuously maintain and pay for such insurance as will protect Selected Vendor, the State, the ADOC, its officers, agents, and employees from all claims including, but not limited to, death and claims based on violations of civil rights, arising from the services performed under the contract, and actions by a third party against Selected Vendor as a result of the contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability Insurance will be no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Selected Vendor must carry general liability insurance coverage with one million dollars (\$1,000,000) combined single limit for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at Selected Vendor's facility.
- b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.
- c) All general liability insurance policies required under this contract must name the ADOC as being an additional insured or loss payee and as entitled to all notices under the general liability policies. All certificates of insurance shall contain the following provision: "The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice." At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the ADOC with renewal information and any changes in coverage. This term shall not apply to coverage relating to Worker's Compensation.

4.3 Bribery Convictions

Selected Vendor certifies compliance, or agreement to comply, with the following legal requirement and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements:

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - 1) Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or

- 2) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
 - 1) The business has been finally adjudicated not guilty; or,
 - 2) The business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.4 Felony Conviction

No person or business entity, or officer or director of such business entity, convicted of a felony is eligible to do business with the ADOC from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.5 Inducements

Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Vendor certifies that it will not take part in any such conduct.

4.6 Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendor or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, RFP documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

4.7 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with this RFP or the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Selected Vendor. Selected Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:
 - 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

4.8 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.9 Compliance

All work completed under the contract must be in compliance with all applicable Federal, State, and local laws, rules, and regulations. Vendor certifies that it is in compliance, and will remain in compliance, with all Federal, State, and local laws as well as all pertinent ADOC regulations in the performance of any contract including, but not limited to, the following, if applicable:

- a) Comply with the provisions of the Civil Rights Act of 1964.
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.
- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - 1) the illegality of sexual harassment;
 - 2) the definition of sexual harassment;
 - 3) Vendor's internal complaint process, including penalties;
 - 4) the legal recourse, investigative, and complaint process available through Vendor;
 - 5) directions on how to contact Vendor; and
 - 6) protection against retaliation.
- h) Vendor is currently enrolled with the Department of Homeland Security ("DHS") in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- i) Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- j) In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended and codified in Ala. Code Section 31-13-1, *et seq.*, by signing the contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be

in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

- k) Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Selected Vendor under the contract.
- l) Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC.
- m) All Selected Vendor employees or subcontractors who may enter any ADOC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC facility.
- n) Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.
- o) Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden’s designee.
- p) In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

This portion intentionally left blank.

**SECTION V
INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION
AND SELECTION CRITERIA**

5.1 Deadlines

- a) Deadlines and other critical dates in this RFP have been provided in Attachment E. For any discrepancies between Attachment E and the dates included in this RFP, Attachment E will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on April 20, 2023**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, “ADOC RFP #2023-002: Inpatient Mental Health Services.” See Attachment B.

Proposals should delivered directly by UPS, FEDEX, or other delivery services to:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Mandy Speirs
301 South Ripley Street
Montgomery, Alabama 36104

- 1) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner’s Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner’s Office by the designated date and time.
 - 2) Due to the potential delay that may be caused by the processes of the State Mail Room, through which the United States Postal Service delivers mail to State agencies, it is not recommended that this service is used for short-term or overnight deliveries.
 - 3) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Commissioner’s Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner’s Office prior to the closing time for the solicitation.
 - 4) Faxed, electronic, or oral proposals will not be accepted.
- c) If any prospective Vendor has questions about the specifications or other solicitation documents, that Vendor must submit the questions to the attention of the Single Point of Contact, Mandy Speirs, via electronic mail at mandy.speirs@doc.alabama.gov **by 4:00 pm, Central Standard Time, on April 6, 2023**. Any e-mail should include in the subject line “RFP 2023-002: Inpatient Mental Health Services.” It is Vendor’s responsibility to verify receipt of the questions.

- d) Written Responses to those questions received by the ADOC will be posted on the ADOC website, at www.doc.alabama.gov/RequestForProposals, by April 14, 2023. Any revisions to the RFP will be made only by addendum issued by the ADOC.

5.2 Proposal Preparation

- a) The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor's proposal. **All documents referenced in Attachment A must also be included with Vendor's proposal. Section IV, Cost Proposal, shall be submitted in a separately sealed envelope.** The certification located at the bottom of the form should be completed, signed by an official that has the authority to bind Selected Vendor, and notarized.
- b) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible, so the ADOC may properly evaluate Vendor's capabilities to provide the required services.
- c) Vendors are required to comply with the following instructions:
- 1) Proposals shall be signed and notarized by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.
 - 2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3) Proposals should be organized in the order in which the requirements are presented in Section 5.8 of this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of the RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of the RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - 4) The ADOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies below, also provide the ADOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's separate writing that must accompany the "REDACTED COPY."

If Vendor fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by the Vendor in response to any public records request.

5.3 Oral Presentation and/or Facility Walk-through

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The ADOC may also, at its sole option, elect to require Vendors to provide a tour or walk-through of the proposed facility. The ADOC will schedule the time and location of these presentations or tours, if required.

5.4 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

5.5 Vendor's Representation

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents shall in no way relieve Vendor from any obligations with respect to its proposal or to the contract.

5.6 Identification of Proposal Envelope

- a) Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "ADOC RFP No. 2023-002: Inpatient Mental Health Care," hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment B. This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS, and place

your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information.

- b) No other correspondence or other proposals should be placed in the envelope.
- c) Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

5.7 Suspected Errors/Clarification

Consistent with Section 5.1(c), if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, via e-mail at mandy.speirs@doc.alabama.gov and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on April 6, 2023**. The subject line of the e-mail should read "RFP 2023-002: Inpatient Mental Health Services." The ADOC will issue written instructions, if appropriate, on April 14, 2023, which will be posted on ADOC's website at www.doc.alabama.gov/RequestforProposals.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on April 6, 2023**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification, which will be posted on the ADOC's website at www.doc.alabama.gov/RequestforProposals. This will be done by April 14, 2023.

5.8 Submission Requirements

One (1) original and six (6) hard copies of the proposal must be submitted to the ADOC. This does not include the "REDACTED COPY" Vendor may choose to submit. See Section 5.2. Each copy of the proposal should be bound or contained in a single volume where practical, excluding the Cost Proposal, which should be submitted in a separate sealed envelope. All documentation submitted with the proposal should be contained in that single volume. **Vendor must also submit a disc containing an electronic copy of the complete proposal in readable PDF format as well as the "REDACTED COPY," if desired.** The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals. **The following is required in the proposal:**

All vendors must fully complete Attachment A, Vendor Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the RFP. The Vendor Proposal Form must be signed and notarized in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal. **Copies of any forms listed in Attachment A must also be submitted.**

Vendor should submit its Cost Proposal in accordance with the instructions provided in Section IV of Attachment A. This Cost Proposal must be submitted in a separately sealed envelope and will not be opened until after the substantive proposal has been evaluated by the committee. **Failure to submit a separate Cost Proposal may result in a rejection of Vendor's proposal or disqualification of Vendor from continuing participation in the process.**

5.9 Evaluation Criteria

Proposals will be evaluated by the ADOC using the following criteria:

Criteria	Percentage
General Qualifications	5%
Inpatient Mental Health Experience and Qualifications	30%
Suitability of Approach/Methodology	30%
Cost	35%
Total Possible	100 %

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone, on the basis of quality alone, or to accept or reject any or all bids if it is determined to be in the best interest of the State.
- b) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- c) The State may, at its sole option, elect to require oral presentation(s) or facility tour(s) by Vendors clearly in consideration for award. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s) or facility tour(s).
- d) The ADOC Evaluation Committee will present written findings to the ADOC Commissioner who will make the final selection.

This portion intentionally left blank.

**ATTACHMENT A
VENDOR PROPOSAL FORM**

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary, please mark the response as “N/A.”

I. General Qualifications

- a) Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address¹.

- b) Indicate the length of time you have been in business providing this type of good or service:

Years: _____ Months: _____

- c) If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment².

- d) Provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss. If your company has not lost any such clients in the last three (3) years, indicate so by stating, “[Vendor] has not lost any clients.”

- e) If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.

- f) **Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955.** This statement is required to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at www.ago.alabama.gov (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment D.

- g) **Provide a complete copy of Vendor’s Memorandum of Understanding with DHS showing enrollment in the E-verify system.** (This can be printed from your business’s screen once logged in to E-verify).

¹ Note: The e-mail address may be used for formal communications from the ADOC.

² Note: This requirement is separate from the requirement to register as a business entity with the Secretary of State in I(e) of this Attachment.

- h) **Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT”** as required by Alabama Code Section 31-13-1, *et seq.* For your convenience, a copy of the certification form has been provided as part of Attachment D.
- i) **Complete and attached the “CERTIFICATE OF COMPLIANCE WITH ACT 2016-312”** as required by said act. For your convenience, a copy of the certification form has been provided as part of Attachment D.
- j) **Complete and attach Vendor’s W-9** as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- k) Read, expressly agree, and certify that Vendor has and will comply with all Terms and Conditions as set forth in **Section II** of the RFP. If there are any exceptions requested, state so in writing.
- l) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP. If there are any exceptions requested, state so in writing.

II. Inpatient Mental Health Experience and Qualifications

- a) Vendor must provide the required qualifications, certifications, and experience of all key personnel that will be utilized to perform the mental health services, as outlined in this RFP. This shall include at least one board certified and licensed psychiatrist. Descriptions of the roles and responsibilities and qualifications of all project staff must be provided in the proposal.
- b) Selected Vendor must possess at least three (3) years of experience operating a JCAHO-accredited facility that meets or exceeds the licensure standards for a private psychiatric hospital in the State of Alabama. **A copy of all current accreditations and licenses must accompany vendor’s proposal.**
- c) Indicate specific features that distinguish Vendor from other vendors in the field.

III. Suitability of Approach

- a) Provide a plan of operation to achieve the objectives as defined in Section III of this RFP, specifically addressing and referencing each item in Section III. This will assist with the evaluation process. **Note: In responding to this term, each paragraph in the proposal should reference the corresponding paragraph from Section III. It is also helpful to repeat the text of the requirement as it appears in Section III.**
- b) Provide Vendor’s method for dealing with problems and complaints presented by ADOC’s employees, detailing at what point the problem would escalate to the next level of supervision or management.

IV. Cost – Must be submitted in a separate, sealed envelope.

Vendor shall submit a cost proposal that includes, but is not limited to, time, supplies, resources, and other variable expenses necessary to perform the requirements of this RFP. Vendor shall fill out and submit the following chart as its cost proposal. Proposals will be scored based upon their Total Daily Active Per Diem Rate, the Provider Fee Formula, and the Retention Per Diem Rate. Further instructions are found below.

BCBS Daily Per Diem		
Secured Environment Requirements Cost	\$	
Administrative Fees	\$	
Non-covered BCBS Per Diem Fees	\$	
Total Daily Active Inpatient Per Diem Rate		\$
Provider Fee Formula		%
Retention Per Diem Rate		\$

a) The Total Daily Active Inpatient Per Diem Rate shall be calculated as follows:

$$\begin{array}{r}
 \text{BCBS Daily Per Diem} \\
 + \text{ Secured environment requirements} \\
 + \text{ Administrative Fees} \\
 + \text{ Non-covered BCBS Per Diem Fees} \\
 \hline
 \text{Total Daily Active Inpatient Per Diem Rate}
 \end{array}$$

b) The BCBS Daily Per Diem rate shall be the per diem rate provided to Vendor by Blue Cross Blue Shield for inpatient mental health services. Vendor need not provide this rate in its proposal; however, it must be included in the calculation for the Total Daily Active Inpatient Per Diem Rate.

c) The Secured Environment Requirements Cost is a per diem rate used to offset additional costs to create a secured environment as required in Sections 3.2(a)(5) and (6), 3.2(c), and 3.9 of the RFP.

d) The Administrative Fees is a per diem rate used to offset costs associated with administering third-party providers as required by Section 3.17 of the RFP.

e) Non-covered BCBS Per Diem Fees are a per diem rate used to offset costs associated with services or supplies provided during the course of the contract that are not covered by Blue Cross Blue Shield. Note, this does not include provider costs.

f) Vendor shall submit its Provider Fee Formula by providing the percentage above current Medicare costs.

g) The Retention Per Diem Rate is the daily rate to be charged by the Vendor for required bed space that is not actively being utilized pursuant to the contract.

V. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the services at the prices provided with this signed proposal, inclusive of the Cost Proposal, or as mutually agreed upon after subsequent negotiation.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT B
PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE
FOR DIRECT DELIVERY BY UPS OR FEDEX**

Vendor's Name:
Vendor's Address:

**State of Alabama
Department of Corrections
Legal Division
Attn: Mandy Speirs
301 South Ripley Street
Montgomery, Alabama 36104**

**ADOC Commissioner
RFP NUMBER – 2023-002
Alabama Department of Corrections
Inpatient Mental Health Care
RFP Hour and Due Date:
4:00 p.m. CST, April 20, 2023.**

ATTACHMENT C

COURT ORDER

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE
DISTRICT OF ALABAMA, NORTHERN DIVISION

EDWARD BRAGGS, et al.,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO.
)	2:14cv601-MHT
)	(WO)
JEFFERSON S. DUNN, in his)	
official capacity as Commissioner of)	
the Alabama Department of)	
Corrections, et al.)	
Defendants.)	

PHASE 2A ORDER AND INJUNCTION ON MENTAL-HEALTH
INDIVIDUALIZED TREATMENT PLANNING REMEDY

On May 30, 2018, the parties submitted stipulations regarding individualized treatment planning. They agreed that the stipulations should be reduced to an enforceable order and further agreed to some clarifications of the stipulations during an on-the-record hearing on June 1, 2018. Accordingly, it is the ORDER, JUDGMENT, and DECREE of the court as follows:

- (1) The stipulations (doc. no. 1853), as clarified during an on-the-record hearing on June 1, 2018, and as attached to this order, are approved.
- (2) Defendants Jefferson Dunn and Ruth Naglich are ENJOINED and RESTRAINED from failing to comply with the attached provisions as clarified during on-the-record hearing on June 1, 2018.

DONE, this the 4th day of June, 2018.

/s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE MIDDLE
DISTRICT OF ALABAMA, NORTHERN DIVISION

EDWARD BRAGGS, et al.,)	
)	
Plaintiffs,)	
)	
v.)	CIVIL ACTION NO.
)	2:14cv601-MHT
)	(WO)
JEFFERSON S. DUNN, in his)	
official capacity as)	
Commissioner of)	
the Alabama Department of)	
Corrections, et al.)	
)	
Defendants.)	

ATTACHMENT

ADOC agrees to implement the matters set forth below within one-hundred eighty (180) days of the Court's acceptance of and entry of an Order regarding these Stipulations.

1. Treatment Teams
 - 1.1 Each inmate-patient on the mental health caseload shall have a designated treatment team.
 - 1.2 Treatment teams shall meet at regular intervals as mandated by the inmate-patient's assigned mental health code and appropriate level of psychotherapy in order to formulate/revise the inmate-patient's treatment plan, review progress notes, discuss the condition of the inmate-patient, and address the inmate-patient's progress.
 - 1.3 Members of a treatment team
 - 1.3.1 Treatment teams shall include at least the following individuals:
 - 1.3.1.1 A Psychiatrist or CRNP (if the inmate-patient is on mental health medications);

- 1.3.1.2 The inmate-patient's assigned psychologist or MHP; and
 - 1.3.1.3 The inmate-patient, unless contraindicated (see 1.4.3).
 - 1.3.1.4 A member of the medical staff when the mental health provider determines that the presence of a primary medical provider is necessary in order to address the impact of a medical condition on the inmate-patient's treatment plan.
- 1.3.2 For inmate-patients in a Residential Treatment Units (RTU), Restrictive Housing Unit (RHU), Structured Living Unit (SLU), or Intensive Stabilization Unit (SU), the treatment team shall also include the following individuals, if such a class of individuals is regularly assigned to that unit:
- 1.3.2.1 A mental health nurse;
 - 1.3.2.2 An activity technician for the inmate-patient's assigned mental health unit; and
 - 1.3.2.3 A member of the correctional staff regularly assigned to the inmate- patient's housing unit.
 - 1.3.2.4 The senior clinician who is a part of the team (psychiatrist, CRNP, or psychologist) may add additional members to the team if clinically indicated.
- 1.3.3 For inmate-patients in the SU or RTU Level 1, the Treatment Team shall include a psychiatrist.
- 1.3.4 Each treatment team shall be organized and chaired by the inmate-patient's assigned MHP.

- 1.3.5 Additional members may be added to the treatment team as the chair determines it is clinically appropriate.
- 1.4 Treatment team meetings
 - 1.4.1 Treatment team meetings shall include a review of progress notes, participation in out-of-cell or out-of-housing unit activity including group therapy and activity groups, medication compliance, crisis placements, disciplinary actions, recent traumatic events, and other information as appropriate.
 - 1.4.2 Treatment team meetings shall occur on the following timeframes, unless otherwise indicated due to clinical necessity or a change in circumstances described in Section 2:
 - 1.4.2.1 Treatment team meetings for inmate-patients on the outpatient caseload occur at intervals not to exceed nine (9) months.
 - 1.4.2.2 SLU treatment team meetings shall occur at intervals not to exceed ninety (90) days.
 - 1.4.2.3 For inmate-patients on the RTU Level 1, treatment team meetings shall occur at intervals not to exceed twenty-one (21) days.
 - 1.4.2.4 For inmate-patients on the RTU Level 2, treatment team meetings shall occur at intervals not to exceed forty-five (45) days.
 - 1.4.2.5 For inmate-patients on the RTU Level 3, treatment team meetings shall occur at intervals not to exceed sixty (60)

days.

1.4.2.6 SU treatment team meetings shall occur at intervals not to exceed three (3) days.

1.4.2.7 Acute suicide watch, non-acute suicide watch, mental health observation, or any other kind of crisis placement treatment team meetings shall occur at intervals not to exceed three (3) days.

1.4.2.8 Commencing on December 1, 2019, the timeframes in this Section 1.4.2 shall be modified as follows:

1.4.2.8.1 The timeframe in 1.4.2.1 shall be six (6) months.

1.4.2.8.2 The timeframe in 1.4.2.3 shall be seven (7) days.

1.4.2.8.3 The timeframe in 1.4.2.4 shall be fourteen (14) days.

1.4.2.8.4 The timeframe in 1.4.2.5 shall be thirty (30) days.

1.4.3 Inmate-patient presence

1.4.3.1 Each inmate-patient shall be allowed to attend and be allowed to participate in the treatment team meetings unless:

1.4.3.1.1 The inmate-patient poses an unreasonable risk to mental health or correctional staff; or

1.4.3.1.2 If information is to be discussed about the inmate-patient would be psychologically detrimental for the inmate-patient, then this information may be discussed without the presence of the inmate-

patient, either at the beginning or the end of the treatment team meeting.

1.4.3.2 In the event that the inmate- patient's presence is not allowed, the reason shall be documented in the inmate- patient's mental health records, and the portion of the meeting from which the inmate- patient was excluded shall be identified.

1.4.3.3 Inmate-patients shall not be disciplined for failure or refusal to attend treatment team meetings. Inmate-patients shall be encouraged, but not forced, to attend treatment team meetings.

1.4.4 Additional treatment team member presence

1.4.4.1 Whenever possible, all members of the treatment team shall attend each team meeting.

1.4.4.2 In the event that the clinician, the inmate-patient's MHP, or the inmate-patient is unable to attend a treatment team meeting, the meeting shall be postponed and rescheduled for the next business day in which the clinician, the inmate-patient's MHP, and the inmate-patient are available. If someone other than the clinician, the inmate-patient's MHP, or the inmate-patient is unable to attend, the meeting shall occur. Any member of the team who did not attend the meeting shall review the notes of the meeting the

lesser of twenty-one (21) days, or at least one day before the next regularly scheduled treatment team meeting, whichever is sooner, and add any additional modifications to the plan as clinically appropriate.

1.4.5 Records of each treatment team meeting shall be kept in the respective inmate- patient's mental health record and shall consist of the following:

1.4.5.1 The date of the treatment team meeting;

1.4.5.2 The attendees of the treatment team meeting;

1.4.5.3 Notes about each treatment team meeting; and

1.4.5.4 Any changes to the inmate- patient's treatment plan as a result of the treatment team meeting.

2. Individualized Plans

2.1 Each inmate on the mental health caseload shall have a treatment plan created within the appropriate timeframe following his or her addition to the caseload. This treatment plan shall be amended and updated as necessary until the inmate- patient is either removed from the mental health caseload or leaves ADOC custody.

2.2 Initial treatment plans shall be created within the following timelines following inmate- patient's placement on the mental health caseload, unless otherwise indicated due to a clinical necessity:

2.2.1 Outpatient treatment plans shall be finalized within fourteen (14) days of placement on the mental health caseload.

2.2.2 Treatment plans shall be finalized within three (3) working days of an inmate- patient's placement in an SLU.

2.2.3 Treatment plans shall be finalized within three (3) working days of an

- inmate- patient's placement in an RTU, regardless of the level of placement.
- 2.2.4 Treatment plans shall be finalized within two (2) working days of an inmate- patient's placement in an SU.
- 2.2.5 Treatment plans for inmate-patients placed on acute suicide watch, non-acute suicide watch, mental health observation, or any other kind of crisis placement shall be finalized within one (1) working day of placement in a crisis or mental health observation cell.
- 2.3 Each treatment plan shall be individualized to each inmate-patient. Treatment plans shall reflect changes in goals, plans to achieve goals, changes in mental health status/symptoms, and amended timeframes to reach goals. For any unmet goal, the treatment plan will identify the unmet goal and any adjustment or plan to assist the inmate-patient in reaching the unmet goal.
- 2.4 Treatment plans shall include the following information:
- 2.4.1 The inmate-patient's age, mental health code, current Earliest Possible Release Date or Minimum Eligibility Parole Date, current housing assignment type and custody level;
- 2.4.2 All diagnoses from the current Diagnostic and Statistical Manual of Mental Disorders, identified problems, and treatment goals in objective, measurable terms;
- 2.4.3 Treatment services and other institutional services designed to impact the identified problems and achieve individual treatment objectives on both a long-term and short- term basis, as appropriate, and who is responsible for providing the service;

- 2.4.4 Specific structured activities and unstructured activities for the minimum number of hours provided for each treatment level, unless otherwise clinically indicated, and who is responsible for providing the service;
 - 2.4.5 An identification of unmet treatment goals and an explanation why those treatment goals were not met;
 - 2.4.6 Frequency and duration of services to be provided; and
 - 2.4.7 Aftercare and clinical pre-release plans, including identification of the staff member responsible for creation of those plans.
- 2.5 Treatment plan amendments as a result of housing placement changes
- 2.5.1 Treatment teams shall meet to review and update treatment plans promptly following major events during the inmate-patient's incarceration, including, but not limited to, the following situations:
 - 2.5.1.1 Movement in and out of an SU;
 - 2.5.1.2 Movement in and out of an RTU;
 - 2.5.1.3 Movement within levels of an RTU;
 - 2.5.1.4 Movement in and out of an SLU;
 - 2.5.1.5 Movement to and from a Restrictive Housing Unit;
 - 2.5.1.6 Movement to and from a crisis cell;
 - 2.5.1.7 Placement on or removal from mental health observation;
or
 - 2.5.1.8 Return from hospitalization for a mental health need.
 - 2.5.2 Timeframes for amending treatment plans
 - 2.5.2.1 All movements in and out of an SU shall be reflected in an amended treatment plan within two (2) working

days;

2.5.2.2 All movements in and out of an RTU shall be reflected in an amended treatment plan within three (3) working days;

2.5.2.3 All movements in and out of an SLU shall be reflected in an amended treatment plan within three (3) working days;
and

2.5.2.4 All movements in and out of acute suicide watch, non-acute suicide watch, mental health observation, any other crisis cell placement, or return from mental health hospitalization shall be reflected in an amended treatment plan within two (2) working days.

2.5.3 Amendments after placement or release from these housing units shall focus on continuing treatment, responding to the effects of the housing changes, and assisting in the inmate-patient's immediate needs, and planning for re- integration into lower level treatment if clinically appropriate.

2.5.4 Section 2.2 as it relates to acute and non-acute suicide watch, mental health observation, or any other crisis placement does not supersede the current Interim Suicide Prevention agreement approved by the Court and is not intended to foreclose any remedy the parties may agree to, or the Court may Order during the Suicide Prevention Remedial Trial.

2.6 Treatment plans shall be reviewed and amended, if necessary, contemporaneously with a change in the inmate-patient's mental health code.

2.7 Treatment plans shall be amended contemporaneously with the treatment team's

decision to pursue involuntary medication, need for emergency administration of psychotropic medications, or decision to discontinue all mental health medication. Treatment plans need not be amended in the event that the dosage or frequency of medication is changed or when some, but not all, mental health medications are discontinued. Instead, routine changes in medication, including the change in dosage and frequency, shall be addressed at periodic treatment team meetings.

2.8 Treatment plans shall be reviewed by the inmate- patient's MHP within ten (10) days of an inmate- patient's release from segregation. This timeframe shall be reduced to three (3) days on December 1, 2019.

3. Inmate Transfer

3.1 In order to ensure continuity of care, the inmate- patient's mental health code and condition shall be considered in making determinations concerning transfer.

3.1.1 The transfer of inmate-patients in the RTU or SU (MH Code D) will be permitted to accommodate an inmate-patient's change in level of care occasioned by an improvement or deterioration in mental health condition. Transfers to other facilities having the same level of care as the inmate-patient's current facility will not occur without approval of the treatment team. The treatment team shall weigh the reason for the transfer against concerns about continuity of care.

3.1.2 Decisions regarding transfer of outpatient inmate-patients (MH Code B and C) will not occur without consultation with the treatment team. The treatment team shall weigh the reason for the transfer against concerns about continuity of care.

3.1.3 Inmate-patients with an SMI flag may only be transferred upon approval

of the inmate-patient's treatment team.

3.2 In the event of a transfer of an inmate-patient on the mental health caseload, there must be a transfer note written by the inmate-patient's MHP at the transferring facility to the inmate-patient's new MHP at the receiving facility.

3.2.1 This transfer note will include a discussion of the inmate-patient's mental health background, current needs, and the next steps for treatment the transferring facility would have taken if not for the transfer.

3.2.2 The transfer note for inmate-patients receiving outpatient care must occur within five (5) business days of the inmate-patient's transfer.

3.2.3 The transfer note for inmate-patients in mental health housing units must be sent to the receiving facility prior to the inmate-patient's transfer.

3.2.3.1 This transfer note requirement does not apply to inmate-patients being moved within the same ADOC facility or from one ADOC facility's holding cell to another ADOC facility's crisis cell under the suicide prevention interim agreement or any superseding stipulation or remedial order regarding suicide prevention.

3.2.3.2 The transfer note shall be on Form XXX. The purposes of Form XXX is to eliminate, as much as possible, disruption in the inmate-patients care.

3.2.3.3 Form XXX shall include, at a minimum, the following information:

3.2.3.3.1 Any individualized treatment or compliance

strategies that have been successful;

3.2.3.3.2 Individualized treatment or compliance strategies that have been unsuccessful;

3.2.3.3.3 Clinically relevant information about the inmate-patient's background, such as prior history of abuse, family history, or difficulties in the course of treatment or compliance; and

3.2.3.3.4 Any other information which may assist a new mental health provider in gaining insight and rapport with the inmate-patient.

3.3 The treatment team at the receiving facility of an inmate-patient transfer shall meet promptly following the transfer of the inmate-patient in order to review the existing treatment plan, address the impact of a facility change on the inmate-patient, and adjust structured activity goals based on available programming in the receiving facility.

3.3.1 In the event that an inmate-patient on the outpatient caseload is transferred, the inmate-patient's new treatment team shall meet within fourteen (14) calendar days of the inmate-patient's transfer.

3.3.2 In the event that an inmate-patient housed in an SLU, RTU, or SU is transferred to a different facility, the inmate-patient's treatment team shall meet within three (3) working days of the inmate-patient's transfer.

4. Mental Health Progress Notes

4.1 Substantive nature of progress notes

4.1.1 Mental Health Progress Notes shall be made each time there is a significant clinical encounter between an inmate-patient and a member of

the inmate-patient's Treatment Team or other member of the mental health staff. For purposes of Section 4.1, a "significant clinical encounter" means any communication and interaction between an inmate-patient and any member of the mental health staff involving an exchange of information used in the treatment of the inmate-patient, excluding any casual exchanges, administrative communications, or other communications which do not relate to the inmate-patient's mental condition or the ongoing mental health treatment.

4.1.2 All Mental Health Progress Notes are to be kept in the inmate-patient's mental health record and available to all other members of the inmate-patient's treatment team.

4.1.3 Notes shall be in "SOAP" (Subjective, Objective, Assessment, Plan) format, and include the following information:

4.1.3.1 Name and position of the individual making the note;

4.1.3.2 Date, start and stop time of the interaction with the inmate-patient;

4.1.3.3 Nature of the interaction;

4.1.3.4 Reason for the interaction;

4.1.3.5 Notes about the interaction;

4.1.3.6 A summary of any conclusions drawn or actions or recommendations taken as a result of the interaction; and

4.1.3.7 Any changes in mental health medication, including dosage, frequency, and prescription.

4.1.4 The person making the note shall print and sign their name on the note.

- 4.1.5 The note shall be sufficiently detailed so that a treating mental health provider would be able to continue treatment using the information provided in the note.
- 4.1.6 If the encounter is at cell-front, the progress note shall so indicate.
- 4.2 Correlation of mental health progress notes with treatment plans
 - 4.2.1 Progress notes shall address one or more problems identified in the inmate- patient's treatment plan, how the encounter addressed the particular problem(s), and the progress in resolving the problem(s).
 - 4.2.2 All progress notes made after the most recent treatment plan or amendment shall be considered when the treatment plan is reviewed at the next treatment team meeting, or other appropriate review as discussed in Section 2 above.
 - 4.2.3 All progress notes of treatment sessions or other clinical counseling encounters shall include the start and end time of each session. Start and stop times are not required when the contact is primarily concerning medication management with a provider.
- 5. Staff Turnover
 - 5.1. The following provisions shall apply in the event that a member of an inmate-patient's treatment team, other than correctional staff, ends his or her employment, either voluntarily or involuntarily, with the mental health provider:
 - 5.1.1. If the employee ending employment provides or is provided fourteen (14) days or more notice of termination, then the employee shall be required, to the extent possible, to prepare transfer notes on FORM XXX for any inmate-patients under his or her care. This applies to providers

conducting group treatment sessions.

5.1.2. It shall be the responsibility of the Mental Health Manager to ensure that the requirement of Section 5.1.1 is complied with by a departing employee, including review completed Form XXXs.

5.1.3. Vacancies in treatment team members due to staff turnover, shall be filled on the earlier of: a) thirty (30) days, or b) at least 24 hours before the date and time of the next regularly scheduled treatment team meeting for that inmate-patient.

6. No Amendment to Stipulations or Remedial Orders. Nothing in this Stipulation supersedes or limits the requirements of other stipulations or Remedial Orders in this matter.

ATTACHMENT D

DISCLOSURE STATEMENT AND FORM CERTIFICATES

Disclosure Statement:

www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf

Certificate of Compliance with Beason-Hammon:

www.alabamaag.gov/Documents/files/Certificate%20of%20Compliance.pdf

Certification of Compliance with 2016-312:

www.doc.alabama.gov/RequestForProposals

**ATTACHMENT E
RFP CRITICAL DATES**

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	March 16, 2023
Deadline for Submittal of Questions	April 6, 2023, by 4:00 p.m., CST
Answers to Questions Posted on ADOC Website	April 14, 2023
Deadline for Submittal of Proposals	April 20, 2023, by 4:00 p.m., CST
Opening Day for Proposals	April 21, 2023, 10:00 a.m., CST
Notification of Selected Vendor	May 26, 2023
Contract Review Deadline	July 20, 2023
Contract Review Meeting	August 3, 2023

*These dates are best estimates and are subject to change.