STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

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

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code	4. Agency Appropriation Code
20211013	Regional and Community Jail: Valdez	1004	201014600-1600000002-3020-5023

5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number
CIV84401	20211013	Not Applicable

This contract is between the State of Alaska,

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

9. Contractor

City of Valdez, Police Department — hereafter the contractor

Mailing Address	Street or P.O. Box	City	State	ZIP+4
P.O. Box 307	212 Chenega Ave	Valdez	AK	99686

10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.
2.2 Appendix B sets forth the liability and insurance provisions of this contract.
2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2020, and ends June 30, 2021.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed $403,000.00 in accordance with the provisions of Appendix D.
4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of	Attention: Division of Institutions
Corrections	
Mailing Address	Attention:
550 West 7th Avenue, Suite 1800	Cristy Humphries (ph. 907-269-7426)

12. CONTRACTOR		14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm: City of Valdez		
Signature of Authorized Representative: Mark Detter	Date: 9/3/2020	
Typed or Printed Name of Authorized Representative: Mark Detter		
Title: City Manager (ph. 907-835-3408 fax 907-835-3412)		

13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division: Corrections, Division of Institutions	Date: 11/01/2020	John P. Schauwecker	11/12/2020
Signature of Project Director: Jeremy Hough		Typed or Printed Name: John Schauwecker	
Typed or Printed Name of Project Director: Jeremy Hough		Title: Procurement Manager CPPB, C.P.M	
Title: Director of Institutions			

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

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.

2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

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

Article 4. Equal Employment Opportunity.

4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.
All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection
This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.
Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.
Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.
The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.
In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:
The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2020 through June 30, 2021

Appendix C
General Terms

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Valdez, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

a. as a statement of professional goals to be achieved;

b. to promote recognition of needed improvements, both as to facilities and operations;

c. to promote efficiency; and

d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2020** and continues in force through **June 30, 2021** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a one-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.

b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.

c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.

d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.

e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention. The Borough/City shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.

f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.

g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.

h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment.

These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.

j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.

l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for ensuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.

m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than $1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.

n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Borough / City and in

approving or accepting the Borough / City work.

o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than $100,000.00 per person, $300,000.00 per occurrence bodily injury and $50,000.00 property damage.

p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.

q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.

r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.

s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2022 is due to the State Regional and Community Jail administrator on October 1, 2020 for inclusion in the annual Department of corrections' fiscal year 2022 operating budget request.

t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year

u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:

July – September – quarterly and year-to-date financial statement due on October 31.

October – December – quarterly and year-to-date financial statement due on January 31.

January – March – quarterly and year-to-date financial statement due on April 30.

April – June– quarterly financial and year-to-date financial statement due on July 31.

v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

"Man-day" indicates a prisoner was confined for more than four (4) hours in one

twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.

x. Regional and Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:

(1) Full name

(2) Residence address

(3) Telephone

(4) Date of birth

(5) Valid driver license and state of issue, or other photo identification

(6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

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

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.

b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from

the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.

c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.

d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.

E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

(1) psychological or psychiatric care; and

(2) dental care to:
   i. control bleeding;
   ii. relieve pain;
   iii. eliminate acute infection;
   iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
   v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.

b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

c. Adopt emergency medical procedures and make available telephone numbers for

medical, psychiatric, or other health services, so that staff will have ready access to such information.

d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld.
To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.

e Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons

(1) held under the authority of AS 47,

(2) accepted into the facility while unconscious or in immediate need of medical attention,

(3) receiving medical services for elective, cosmetic or other medical services that are unnecessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

f Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:

(1) a copy of the medical bill with the prisoner's name and a description of the services rendered,

(2) a copy of the monthly booking form showing the prisoner's date and time of booking, and

(3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.

b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;

(1) a court has ordered the transportation;

(2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or

(3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.

c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.

d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide $10,000 for the first 1-5 inmates and $5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full $10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full $5,000, for any number between 11-15 at any given time during the fiscal year they will receive another $5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another $5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive $35,000 for that fiscal year. The breakdown of the $35,000 is: 1-5 Sentenced EM $10,000 + 6-10 Sentenced EM $5,000 + 11-15 Sentenced EM $5,000 + 16-20 Sentenced EM $5,000 + 21-25 Sentenced EM $5,000 + 26th Sentenced EM $5,000 = a total of $35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive $10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional $5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional $5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:
Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently included in the contract. Price included for this service is $5,738.00*****

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data about the defendant and the EM restrictions should be loaded into the web-based database utilized for EM and noted in the ACOMS software application. Most defendants on EM will be moderate or high-risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such

as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is $13,388.00*****

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high-risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is $19,125.00*****

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: $12,750.00**

ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2020 through June 30, 2021

Appendix D
Payment Provisions

1. The base contract amount for the City / Borough of Valdez is **$354,749.00. The Pretrial Services contract amount is $38,251.00 (Assessment & Database Collection $5,738.00 + Community Pretrial Electronic Monitoring $13,388.00 + Community Pretrial Monitoring and Pretrial Supervision $19,125.00). In addition, there is also $10,000.00 for the sentenced electronic monitoring. The total contract amount is at $403,000.00** for the period from **July 1, 2020 through June 30, 2021** and represents the total payment due for FY 21. This will be a one-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 13 Beds

2. It is specifically agreed by the parties that the Department of Corrections will not provide funding for annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.

3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

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Appendix List:

A	General Provisions
B	Not used
C	General Terms and Indemnity and Insurance related language
D	Payment Provisions
E	State of Alaska, Community Jails Program: Standards for Jail Operation As produced and adopted by the Governor's Task Force on Community Jails, November 1994