

# Attachment 1

## PROPOSAL CHECKLIST

### Pharmacy Technician Support & Relief Services

#### RFP #2025-2000-0184

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

**NOTE:**

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

Description	
Sealed original proposal submitted by <b><u>2:00 PM on December 13, 2024.</u></b>	
Conflict of Interest Statement	
Offeror Information & Assurance Form – <i>(signed &amp; notarized)</i>	
Understanding of Project	
Methodology	
Management Plan for the Project	
Experience and Qualifications – <i>(Provide Resume/s and Certificates)</i>	
Cost Proposal Form - <b>Hourly Rate Required.</b> <i>(Sealed separately)</i>	
Certification of Entitlement to the Alaska Bidder Preference and other preferences <i>(if applicable)</i>	
Evidence of Alaska Business License <i>(if applying for Alaska Bidder Preference)</i>	

**Attachment 2**  
**COST PROPOSAL FORM**  
**RFP #2024-2000-0184**

Offerors **must** use this form to enter data that will be utilized for evaluation purposes and to convert the cost to points.

The rate per hour proposed shall include all direct and indirect costs associated with performance of the services required herein. (Direct cost of the individual’s time providing the direct service that includes, but is not limited to, personnel costs and fringe benefits. Indirect costs associated with the performance of this contract include but may not be limited to insurance, supplies, overhead, local travel, etc.)

Costs on this form are for 12 months or one year of service. Partial fiscal year service periods will be prorated accordingly (*if applicable*). The purpose is to submit costs in a manner DOC can evaluate and score, and then use to establish billing rates for the resultant contract.

<b><u>Pharmacy Technician Support &amp; Relief Services</u></b>			
DESCRIPTION	TOTAL HRS / YR	RATE / HR	TOTAL COST
<b>Direct &amp; Indirect Costs</b>	<b>2,800</b>	\$	\$
<b>Total Proposed Cost</b> ( <i>for evaluation purposes</i> )			\$

Proposals must be submitted under the name as it appears on the person’s current Alaska business license in order to be considered responsive. Do not enter additional information on this form. If necessary, use separate page and attach to cost proposal.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization: \_\_\_\_\_

# Attachment 3 Proposal Evaluation Form

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

Offeror Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: \_\_\_\_\_

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

**Proposals will be evaluated against the questions set out below:**

## **SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (20%)**

### **1) Questions regarding the personnel designated to work on the project:**

- a) Do the individuals assigned to the project have experience on similar projects?

\_\_\_\_\_  
\_\_\_\_\_

- b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

\_\_\_\_\_  
\_\_\_\_\_

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

\_\_\_\_\_  
\_\_\_\_\_

### **2) Questions regarding the firm:**

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?

\_\_\_\_\_  
\_\_\_\_\_

- b) How successful is the general history of the firm regarding timely and successful completion of projects?

\_\_\_\_\_  
\_\_\_\_\_

c) Has the firm provided a customer reference list?

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**TOTAL POINTS FOR EXPERIENCE AND QUALIFICATIONS: \_\_\_\_\_ out of 200 points.**

**SEC. 5.05 UNDERSTANDING THE PROJECT (10%)**

a) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

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b) How well has the offeror identified pertinent issues and potential problems related to the project?

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c) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

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d) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

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e) Has the offeror indicated any additional items that may apply to the project?

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**TOTAL POINTS FOR UNDERSTANDING THE PROJECT: \_\_\_\_\_ out of 100 points.**

**SEC. 5.06 METHODOLOGY USED FOR THE PROJECT (10%)**

- a) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

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- b) How well does the methodology match and achieve the objectives set out in the RFP?

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- c) Does the methodology interface with the time schedule in the RFP?

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**TOTAL POINTS FOR METHODOLOGY USED FOR THE PROJECT: \_\_\_\_\_ out of 100 points.**

**SEC. 5.07 MANAGEMENT PLAN FOR THE PROJECT (10%)**

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

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- b) How well is accountability completely and clearly defined?

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- c) Is the organization of the project team clear?

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- d) How well does the management plan illustrate the lines of authority and communication?

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- e) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

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f) Does it appear that the offeror can meet the schedule set out in the RFP?

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g) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

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h) To what degree is the proposal practical and feasible?

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i) To what extent has the offeror identified potential problems?

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**TOTAL POINTS FOR MANAGEMENT PLAN FOR THE PROJECT: \_\_\_\_\_ out of 100 points.**

**EVALUATOR'S COMBINED TOTAL POINTS: \_\_\_\_\_ out of 500 points.**

**“END OF EVALUATORS QUESTIONS”**

**SEC. 5.08 CONTRACT COST (40%)**

**Maximum Point Value for this Section — 400 Points**

**1000 Points x 40 Percent = 400 Points**

Overall, a minimum of **40** percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under **SEC. 6.11 APPLICATION OF PREFERNCES**.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in **SEC. 5.03 SCORING METHOD AND CALCULATION**.

**TOTAL POINTS AWARDED FOR COST \_\_\_\_\_ out of 400 points.**

**SEC. 5.09 ALASKA OFFEROR PREFERENCE (10%)**

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

**TOTAL POINTS FOR OFFEROR PREFERENCE \_\_\_\_\_ (0 or 100 Points).**

**TOTAL POINTS FROM ALL SECTIONS ABOVE \_\_\_\_\_**

## Attachment 4

# CONFLICT OF INTEREST



The Prospective Proposer, including all Entities in the Prospective Proposer's organization, shall voluntarily disclose to the Contracting Agency, in writing, any factors that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. Requests for clarification on this issue shall be made in writing to the Contracting Agency more than 10 days prior to the submittal deadline for proposals.

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Name

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Department/Agency

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Date

---

RFP Number



## Attachment 5

### OFFEROR INFORMATION AND ASSURANCE FORM

- A. Offeror's (Agency or Individual) Name: \_\_\_\_\_
- B. Offeror's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_
- C. Status: For Profit: \_\_\_\_\_ Non-Profit: \_\_\_\_\_ Other: \_\_\_\_\_
- D. Alaska Business License Number: \_\_\_\_\_
- E. Internal Revenue or Social Security Number: \_\_\_\_\_
- F. Professional Registration Number (if applicable): \_\_\_\_\_
- G. Recipient Contact Person: \_\_\_\_\_
- H. Authorized Representative: \_\_\_\_\_
- I. **TERMS AND CONDITIONS:** By signature on this page, the Offeror certifies that it is complying with all terms and conditions set out in this RFP.
- J. The Offeror(s), by execution of the **Offeror Information & Assurance Form**, agrees to be bound by the terms of the RFP and proposal for a period of not less than ninety (90) days after the proposal due date.
- K. By signature of this page the offeror(s) certifies that it meets the Minimum Requirements per RFP section 1.04 Prior Experience and Qualifications.

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

\_\_\_\_\_  
Date (Month, Day and Year)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\* Proposals must be signed by an individual authorized to bind the offeror to its provisions.



# Attachment 6

## ALASKA BIDDER PREFERENCE CERTIFICATION AS 36.30.321(A) / AS 36.30.990(2)

BUSINESS NAME: \_\_\_\_\_

<b>Alaska Bidder Preference:</b> Do you believe that your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Alaska Veteran Preference:</b> Do you believe that your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please list any additional Alaska Preferences below that you believe your firm qualifies for.	
<b>1.</b>	<b>2.</b>
<b>3.</b>	<b>4.</b>
<b>5.</b>	<b>6.</b>

To qualify for and claim the Alaska Bidder Preference you must answer **YES** to all questions below in the Alaska Bidder Preference Questions section. To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to these questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section. A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If you are submitting a bid or proposal as a **JOINT VENTURE**, all members of the joint venture must complete and submit this form before the deadline set for receipt of bids or proposals. [AS 36.30.990\(2\)\(E\)](#)

**If the procuring agency is unable to verify a response, the preference may not be applied.** Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

### Alaska Bidder Preference Questions:

- 1) Does your business hold a current Alaska business license per [AS 36.30.990\(2\)\(A\)](#)?  
 YES  NO  
If YES, enter your current **Alaska business license number**: \_\_\_\_\_
- 2) Is your business submitting a bid or proposal under the name appearing on the Alaska business license noted in **Question 1** per [AS 36.30.990\(2\)\(B\)](#)?  
 YES  NO
- 3) Has your business maintained a **place of business** within the state **staffed by the bidder or offeror** or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per [AS 36.30.990\(2\)\(C\)](#)?  
 YES  NO  
If YES, please complete the following information:

A. **Place of Business**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

ZIP: \_\_\_\_\_

“**Place of business**” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify that the **Place of Business** described in **Question 3A** meets this definition?

**YES**       **NO**

B. The bidder or offeror, or at least one employee of the bidder or offeror, must be a resident of the state under [AS 16.05.415\(a\)](#) per [2 AAC 12.990\(b\)\(7\)](#).

1) Do you certify that the bidder or offeror OR at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per [AS 16.05.415\(a\)\(1\)](#)?

**YES**       **NO**

2) Do you certify that that the resident(s) used to meet this requirement has maintained their domicile in Alaska for the 12 consecutive months immediately preceding the deadline set for receipt of bids or proposals per [AS 16.05.415\(a\)\(2\)](#)?

**YES**       **NO**

3) Do you certify that the resident(s) used to meet this requirement is claiming residency **ONLY** in the state of Alaska per [AS 16.05.415\(a\)\(3\)](#)?

**YES**       **NO**

4) Do you certify that the resident(s) used to meet this requirement is **NOT** obtaining benefits under a claim of residency in another state, territory, or country per [AS 16.05.415\(a\)\(4\)](#)?

**YES**       **NO**

4) Per [AS 36.30.990\(2\)\(D\)](#), is your business (**CHOOSE ONE**):

A. **Incorporated** or **qualified to do business under the laws of the state**?

**YES**    **NO**

If **YES**, enter your current **Alaska corporate entity number**: \_\_\_\_\_

B. A **sole proprietorship** **AND** the proprietor is a resident of the state?

**YES**       **NO**

C. A **limited liability company** organized under AS 10.50 **AND** all members are residents of the state?

**YES**    **NO**

Please identify each member by name: \_\_\_\_\_

D. A **partnership** under former AS 32.05, AS 32.06, or AS 32.11 **AND** all partners are residents of the state?

**YES**    **NO**

Please identify each partner by name: \_\_\_\_\_

**Alaska Veteran Preference Questions:**

1) Per [AS 36.30.321\(F\)](#), is your business (**CHOOSE ONE**):

- A. A **sole proprietorship** owned by an Alaska veteran?
- B. A **partnership** under AS 32.06 or AS 32.11 **AND** a majority of the partners are Alaska veterans?  
 **YES**       **NO**
- C. A **limited liability company** organized under AS 10.50 **AND** a majority of the members are Alaska veterans?  
 **YES**       **NO**
- D. A **corporation** that is wholly owned by individuals, **AND** a majority of the individuals are Alaska veterans?  
 **YES**       **NO**

Per [AS 36.30.321\(F\)\(3\)](#) “**Alaska veteran**” is defined as an individual who:

(A) Served in the

- (i) Armed forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from service under a condition that was not dishonorable.

Do you certify that the individual(s) indicated in **Question 1A, 1B, 1C, or 1D** meet this definition and can provide documentation of their service and discharge if necessary?

**YES**       **NO**

## **SIGNATURE**

By signature below, I certify under penalty of law that I am an authorized representative of \_\_\_\_\_ and all information on this form is true and correct to the best of my knowledge.

Printed Name \_

Title \_

Date \_

Signature \_

# Attachment 7

State of Alaska  
Department of Corrections

## REQUEST FOR CLEARANCE

for  
Contractor/Contract Staff Background Checks

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Purpose of this check: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Alaska driver's license #: \_\_\_\_\_

Other states applicant has resided in and the dates: \_\_\_\_\_

Prior criminal history (including the state the offense occurred in) \_\_\_\_\_

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

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

Clearance requested by (Contractor): \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Department Use Only

\* \* \* \* \*

APSIN/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

NCIC/WANTS: Clear: \_\_\_\_\_ Wants: \_\_\_\_\_ See Attached: \_\_\_\_\_

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

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Contract Oversight Officer/Superintendent,  
Division of Institutions

Request Granted: \_\_\_\_\_ Request Denied: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

DOC Staff Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Attachment 8



## PREA Employment Disclosure

*\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\**

\_\_\_\_\_  
 Name PCN # Date

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

Have you ever been employed by or otherwise provided services on a contract or volunteer basis in a prison, jail, lockup, community confinement facility, juvenile facility, or other facilities in which you provided care or treatment for the mentally ill, disabled or mentally challenged, chronically ill, orhandicapped, residential care or treatment facilities for juveniles; facility that provided skilled nursing, short or long-term care or custodial or residential care?

- Yes – Specify all
- No

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

# Attachment 8



## PREA Employment Disclosure

*\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\**

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

<b>Facility Name</b>			
<b>Position Title</b>	<b>Location (City, State)</b>	<b>Start End date (00/0000)</b>	<b>Facility contact phone</b>

Verification complete      Date completed: \_\_\_\_\_

### **Acknowledgment and Release**

I understand that a background check will be conducted including, but not limited to, prior employment and contract/volunteer service. I understand that, if hired, untruthful or misleading answers or deliberate omissions may be cause for rejection of my application and removal of my name for consideration for employment with the Department of Corrections. By signing this form, I am acknowledging that the information provided above is accurate and complete and giving my authorization to the release of my information.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
PCN #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Attachment 8



### Institutional Employment / Service Disclosure

*\*\*Pursuant to the Prison Rape Elimination Act of 2003 (PREA)\*\**

It is necessary that all Department of Corrections employees, contract staff, and volunteers be carefully screened prior to employment. This includes a review of all prior employment/service with employers that house or provide services to offenders, youths, vulnerable persons, or others in a correctional facility, juvenile facility, residential treatment center, nursing home, personal care program, group home, etc.

**Applicant Name:** \_\_\_\_\_ **PCN #:** \_\_\_\_\_

**Verification completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FACILITY:**

**CONTACT PERSON:**

**Question 1:** Are you aware of whether or not this person engaged in sexual abuse of an offender, detainee, or resident while employed at your facility? If **yes**, please elaborate (e.g., outcomes, determinations, description of allegation)

- Yes  
 No

Comments:

**Question 2:** Are you aware of whether or not this person has ever been the subject of an investigation for engaging, or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?

- Yes  
 No

Comments:

**Question 3:** Are you aware of whether or not this person has ever been civilly or administratively adjudicated to have engaged in the activity described in the prior questions above related to sexual abuse or sexual activity?

- Yes  
 No

Comments:







## Department of Corrections – Background Information


Applicant Name: \_\_\_\_\_ PCN #: \_\_\_\_\_

Date: \_\_\_\_\_ Completed by:  Employee  
 Hiring Manger

**Question 1:** Please select each state or territory in which you have ever lived:

- |  |   |
|--|---|
| <input type="checkbox"/> I have never lived in the United States or one of its territories | <input type="checkbox"/> Nevada               |
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> New Hampshire        |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> New Jersey           |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Mexico           |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New York             |
| <input type="checkbox"/> California  | <input type="checkbox"/> North Carolina       |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> North Dakota         |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> Ohio                 |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma             |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon               |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania         |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island         |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina       |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota         |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee            |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas                |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah                 |
| <input type="checkbox"/> Louisiana   | <input type="checkbox"/> Vermont              |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia             |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington           |
| <input type="checkbox"/> Massachusetts   | <input type="checkbox"/> West Virginia        |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin            |
| <input type="checkbox"/> Minnesota   | <input type="checkbox"/> Wyoming              |
| <input type="checkbox"/> Mississippi   | <input type="checkbox"/> District of Columbia |
| <input type="checkbox"/> Missouri  | <input type="checkbox"/> American Samoa       |
| <input type="checkbox"/> Montana   | <input type="checkbox"/> Guam                 |
| <input type="checkbox"/> Nebraska  | <input type="checkbox"/> Puerto Rico          |
|  | <input type="checkbox"/> U.S. Virgin Islands  |

# Attachment 9

	<b>State of Alaska</b>		<b>Index #:</b> 202.01	<b>Page 1 of 2</b>	
	<b>Department of Corrections</b>		<b>Effective:</b> 10/17/14	<b>Reviewed:</b>	
	<b>Policies and Procedures</b>		<b>Distribution:</b> Public	<b>Due for Rev:</b>	10/2018
	<b>Chapter:</b>	Personnel			
<b>Subject:</b>	Code of Ethical Professional Conduct				

- I. Authority  
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.
  
  - II. References  
Alaska Statutes  
AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150  
Alaska Administrative Code  
13 AAC 85.230
  
  - III. Purpose  
To establish uniform procedures within the Department for ethical and professional conduct of staff, contractors, and volunteers.
  
  - IV. Application  
All staff, contractors, and volunteers
  
  - V. Definitions
    - A. Ethical: Conforming to a standard of what is right and good.
    - B. Professional: Behavior and conduct befitting a person employed in a position of public trust.
  
  - VI. Policy  
Every employee, volunteer and contractor shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.
  
  - VII. Procedures
    - A. All employees and contractors shall review and sign the Code of Ethical Professional Conduct for Employees (Form 202.01A). Failure to do so may result in disciplinary action.
    - B. A copy of the signed form shall be maintained in the employee's permanent personnel file, or for a contractor, in a file maintained by the Division of Administrative Services for this purpose.
    - C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
    - D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action.
    - E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers (Form 202.01B). A copy of the signed form will be retained by the Institutional Volunteer Supervisor.
-

VIII. Implementation

This policy and procedure is effective as of the date signed by the Commissioner. Each manager shall incorporate the contents of this document into local policy and procedure within fourteen (14) days of the effective date. All local policies and procedures must conform to the contents of this document.

10.17.2014  
Date

SIGNATURE ON FILE  
Joseph D. Schmidt, Commissioner  
Department of Corrections

Applicable Forms to this Policy:

202.01A (Code of Ethical Professional Conduct for Employees)

202.01B (Code of Ethical Professional Conduct for Volunteers)

*Original: 1/21/1985 (Code of Ethics and Standards of Conduct)*  
*Revised 4/17/1985*  
*Revised: 4/2/1990*  
*Revised: 7/25/1991*  
*Revised: 4/15/2000 (Code of Ethical Professional Conduct)*  
*Revised: 11/22/2002*  
*Revised 12/3/2007*

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**DEPARTMENT OF CORRECTIONS  
EMPLOYEES  
CODE OF ETHICAL PROFESSIONAL CONDUCT**

As an employee of the Department of Corrections, whether a Correctional, Probation, or Parole Officer, or in another capacity, my fundamental duty is to respect the dignity and individuality of all people, to provide professional and compassionate service, and to be unfailingly honest. I will not discriminate against any person on the basis of race, religion, color, national origin, sex, age, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or any other class protected bylaw, and will respect and protect the civil and legal rights of all inmates, probationers, and parolees.

I will respect the right of the public to be safeguarded from criminal activity and will be diligent in recording and making available for review all case information that could contribute to sound decisions affecting the public safety, or an inmate, probationer, or parolee. I will maintain the integrity of private information and will neither seek personal data beyond that needed to perform my duties, nor reveal case information to anyone not having a proper professional use for the information. In making public statements, I will clearly distinguish between those that are my personal views and those that are made on behalf of the agency. I will not use my official position to secure privileges or advantages for myself and will not accept any gift or favor that implies an obligation inconsistent with the objective exercise of my professional duties.

I will not act in my official capacity in any matter in which I have a personal interest that could in the least degree impair my objectivity. I will not engage in undue familiarity with inmates, probationers, or parolees. I will report any corrupt or unethical behavior of a fellow correctional, probation, or parole officer that could affect either an inmate, probationer, or parolee, or the integrity of the agency, but will not make statements critical of colleagues or other criminal justice agencies unless the underlying facts are verifiable. I will respect the importance of, and cooperate with, all elements of the criminal justice system, and will develop relationships with colleagues to promote mutual respect for the profession and improvement of the quality of service provided.

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

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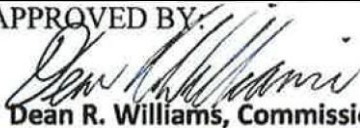
Printed Name

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Signature

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Date

<p><b>STATE OF ALASKA</b> <b>DEPARTMENT OF CORRECTIONS</b></p>  <p><b>POLICIES &amp; PROCEDURES</b></p>	SECTION: <b>Administration</b>	PAGE: Page 1 of 12	
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	TITLE: <b>Standards of Conduct</b>		
	APPROVED BY:  <b>Dean R. Williams, Commissioner</b>		DATE: <b>02/15/17</b>
ATTACHMENTS / FORMS: (A.) Standards of Conduct Certificate of Review and Compliance.	AUTHORITY / REFERENCES: 22 AAC 05.045 AS 33.30.011 22 AAC 05.060 AS 33.30.021 22 AAC 05.095 AS 39.28 22 AAC 05.155 AS 39.52 22 AAC 05.196 AS 39.90.010-150 AS 12.62.120 AS 44.09.015 AS 12.62.900 AS 44.28.030 AS 18.80.200 DOC P&P 202.01 AS 33.05.010 FBI CJIS Security Policy. AS 33.16.180 State of Alaska Constitution, Art. I, Sec. 3, Civil Rights. HIPAA, Pub. L. 104-191. ADA, 42 U.S.C. 12101 et seq.		

**POLICY:**

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

**APPLICATION:**

This policy and procedure will apply to all Department employees.

**DEFINITIONS:**

As used in this policy, the following definitions shall apply:

**Business Relationships:**

A relationship between individuals or companies entered in to for commercial purposes and usually some kind of financial gain. Such relationships are sometimes formalized with legal contracts or agreements.

**Conflict Of Interest:**

A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and a competing professional or public interest.

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**Egregious Misconduct:**

Misconduct that is extraordinary in some bad way, and includes but is not limited to, the definition of egregious misconduct found in applicable collective bargaining agreement.

**Illegal Behavior:**

Behavior that falls outside the law.

**Investigations:**

The formal or systematic examination or research of an event or person based on the study of factual information. There are various types of investigations including:

- **Official Investigations:**  
Investigations that are conducted with the intent of being formally recorded. Such investigations usually follow a set format and would have an outcome that is documented in some official manner.
- **Internal Investigations:**  
Investigations undertaken by the Department of Corrections and kept within the Department. Such investigations may not involve outside agencies and the outcome of the investigations would typically not be released outside of the Department.
- **Administrative Investigations:**  
Investigations based on the possibility that the event or conduct of the person in question may have involved some form of misadministration (such as the breach of a policy), with the aim of corrective action or discipline when warranted.
- **Criminal Investigations:**  
Investigations to determine whether the event or conduct of the person in question may have been criminal in nature.

**Medical Information:**

Any written, verbal, or electronic information about a person's health status (past or present) or the provision of health care.

**Professional Conduct:**

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

**Unethical Behavior:**

Behavior that falls outside of what is considered morally right or proper for a person, profession, or an industry, including behavior which conflicts with the Alaska Executive Branch Ethics Act (AS 39.52) or the Department's Code of Ethical and Professional Conduct (DOC P&P 202.01).

**PROCEDURES:**

The following rules and standards express in general terms the conduct expected of DOC employees. Violations

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of these principles may result in corrective or disciplinary action, up to and including dismissal. Instances of egregious misconduct may result in immediate dismissal. The following list is not all-inclusive. In addition to generally accepted principles of employment (e.g., employees may not steal from their employers), the State of Alaska and each DOC office or institution has site specific policies and procedures, the violation of which may result in corrective or disciplinary action.

I. General Provisions:

- A. Employees shall comply with and obey all federal, state, and municipal laws.
- B. Employees shall comply with and obey all DOC regulations, policies and procedures, operational memoranda, orders, and instruction. Employees shall not aid, abet, or incite another employee to violate these guidelines.
- C. Employees shall promptly obey directives given by supervisors. If a directive is in conflict with a previous directive, the employee shall inform the supervisor of the conflict. If the supervisor does not retract or alter the directive, it shall stand; however, employees shall not be compelled to obey any directive that would require them to commit or abet an unlawful act.
- D. Failure to obey an order lawfully issued by a supervisor or the use of abusive language toward a supervisor shall be deemed an act of insubordination.
- E. Unlawful discrimination, workplace harassment, or creating a disrespectful workplace will not be tolerated. Employees, offenders, and their families shall be treated professionally at all times regardless of their race, religion, color, creed, national origin, physical or mental disability, sex, marital status, changes in marital status, pregnancy, parenthood, or age.
- F. The DOC complies with the State's Equal Employment Opportunity (EEO) Act (AS 39.28) that prohibit retaliation against an employee in any aspect of employment including promotion, job assignment, or any other terms or conditions of employment because that employee filed a charge of discrimination, complained about illegal discrimination, or because they participated in an employment discrimination proceeding such as an investigation.
- G. When dealing with the public, offenders, and each other, employees shall be courteous and respectful. Employees shall not use violent, profane, or abusive language or gestures.
- H. Employees shall be truthful and forthright in their statements and communications regarding other employees or offenders.
- I. Employees will avoid any conduct, on or off duty, which compromises their integrity and betrays the trust, faith, and public confidence in the DOC.
- J. Employees are obligated to be accountable and efficient in the use of state resources. Employees shall not use or allow the use of state time, supplies, or state-owned or leased property and equipment for their



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personal gain. Use of state equipment and resources must not violate the State's Executive Branch Ethics Act (AS 39.52). Loss, misuse, misplacement, theft, or destruction of state property must be reported to the appropriate supervisor immediately. Employees shall not appropriate any lost, found, evidential, or DOC property for their own use.

- K. Employees shall report fit for their duty assignment, punctually at the time and place directed. Employees are prohibited from engaging in unprofessional conduct which prohibits immediate response in case of emergency.
- L. Employees are required to remain alert and attentive during duty hours. Sleeping, or being distracted by non-job-related activity that in itself constitutes an unprofessional use of state time is strictly forbidden. Examples of unprofessional use of state time include playing games, extended and recreational reading of newspapers, books and magazines; extended periods of non-work-related internet use, including web surfing; engaging in lengthy personal phone calls and any other action which results in a failure to be attentive of the security and safety of the institution/ office. This list is not all inclusive, and there are other activities that are non-job related which may also constitute an unprofessional use of state time warranting discipline, up to and including dismissal.
- M. Employees shall not knowingly falsify any document nor willfully depart from the truth in giving testimony or in connection with any official duty or investigation.
- N. Employees shall not interfere with any action or investigation assigned to another employee or interfere with DOC operations.
- O. Any level of intoxication or the use or possession of any kind of alcoholic beverage, legal intoxicant or illegal or non-prescribed controlled substance, or drug paraphernalia on the job or on DOC property is prohibited. Employees on duty are not to smell of or to be under the influence of alcohol or marijuana. Employees smelling of or appearing to be under the influence of alcohol or marijuana may be requested to be the subject of an alcohol / drug test. Nor may employees report for duty under the influence of any over the counter or prescription-controlled substance if that substance adversely impacts the employee's ability to perform their duties.

II. Conflicts of Interest:

- A. Employees shall avoid situations that give rise to a financial or personal conflict of interest and shall abide by the provisions of the Alaska Executive Branch Ethics Act (AS 39.52).
- B. Employees shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, scholarships, or promises that could be interpreted as being offered to the employee in order to cause a DOC employee to refrain from performing his or her official duties, or to provide special favor or status to offenders or contractors providing services to the DOC.
- C. Employees shall not accept private or special advantage from their official status as employees of the DOC. DOC credentials, uniforms, identification cards, or badges may not be used to coerce, intimidate,

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or deceive others or to obtain any privilege or articles not otherwise authorized in the performance of official duties.

- D. Employees shall not engage in any other employment during scheduled work hours, nor shall any State resources be used in furtherance of off-duty employment (paid or unpaid), volunteer, or business activities. Time off for volunteer activities (emergency search and rescue, volunteer fire service, etc.) is subject to the normal leave provisions. This restriction shall not apply to employees involved in legitimate military service, such as the AK State Defense Force or Army National Guard.
- E. Employees shall accept no position, paid or unpaid, that conflicts with their duty to report wrongdoing by offenders, volunteers, staff, or members of the public.

### III. Relationships Between Supervisors and Subordinates and Relationships Between Peers:

- A. Dating, romantic, sexual relations, or engaging in joint business relationships between supervisors and subordinates when the subordinates are within the direct supervisory chain of command of the supervisor is prohibited. If such a relationship exists or develops, the employees involved shall report it to the office or institution manager to discuss the arrangements that must be made (e.g., shift or supervisory reassignments) to comply with this policy. Exceptions to the policy require written approval by the Commissioner. It is understood that a transfer of one party may be the result of such a relationship and that such an action shall not be considered an act of discipline.
- B. Dating, romantic, sexual relations, or engaging in joint business relationships between employees and a supervisor in their chain-of-command at any level is also prohibited. If such a relationship exists or develops, the employees involved shall report it to the appropriate Division Director and duty reassignments may be made to comply with this policy.
- C. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for co-workers.
- D. Supervisors shall not give, accept, or solicit gifts, money, or favors to or from peers or employees under their supervision. Gifts of minor monetary value (e.g., Christmas, birthday, and retirement presents) or collections for flowers or gifts on occasions of grief or celebration are not considered contrary to the spirit of this policy. At no time shall such gifts be purchased with State funds.
- E. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive or obscene language toward a supervisor.
- F. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of State business. Employees shall avoid participation in situations that may create undue favoritism.

### IV. Relationships with Offenders and Family Members of Offenders:

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- A. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the Department's use of force policy.
- B. Employees will not exchange special treatment or favors or make threats to obtain information from offenders.
- C. Except as set out in D. below, employees may not knowingly maintain social, sexual, business, or financial associations with offenders that are under the supervision of the DOC, or a member of the offender's immediate family. This prohibition applies to any state or federal offender under the supervision of the DOC, whether the offender is actively detained or incarcerated at a DOC institution, or whether the offender is not incarcerated but is on probation, parole, or furlough supervised by the DOC. This includes, but is not limited to, telephone calls, letters, notes, social media communications or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business. Exceptions to this rule include pretrial defendants released on bail unless the defendant is under the supervision of a probation office and those employees who are actively involved in common pro-social activities with offenders such as work, school, treatment programs, sports leagues, and supportive re-entry efforts.
- D. Employees shall not directly or indirectly give to or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
- E. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender. Exceptions to this rule include pro-social, organized sports activities.
- F. During the performance of their duties or while acting as representatives of the DOC, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole, or any other form of criminal case disposition on behalf of an offender unless:
  - 1. To do so is a requirement of his or her position; or
  - 2. The employee has received authorization from the institution or office manager.
- G. Regardless of where the employee works in the DOC, in cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the DOC, the employee shall notify their chain-of-command in writing immediately. The institution or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
- H. Employees shall not discuss their personal life or another employee's personal life with offenders.

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I. Employees shall not bring into or carry out of any DOC institution any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or institution manager. The introduction of any items of contraband onto the grounds of any secure institution is prohibited.

V. Illegal or Unethical Behavior:

- A. Employees are expected to obey all federal, state, and local laws. Neither the absence of a criminal complaint or conviction, nor the dismissal of or acquittal on a criminal charge, shall preclude internal administrative investigation and discipline regarding allegations of illegal or unethical conduct, on or off duty.
- B. DOC employees have an affirmative obligation to report immediately in writing to their office or institution manager any knowledge of criminal activity or unethical action on the part of other employees while on duty or on DOC premises.
- C. When an employee is the subject of an external criminal investigation, has been arrested for, charged with, or convicted of any felony or misdemeanor (except minor traffic violations), or is required to appear as a defendant in any criminal court, that employee shall immediately inform and provide a written report to the employee's chain-of-command. The officer or institution manager shall inform the Director of the division in which the employee is a member and the appropriate Human Resource Manager.
- D. While off duty, employees shall not associate or deal with persons who are known to be involved in illegal activities.

VI. Reports and Investigations:

- A. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false, or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
- B. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
- C. During the course of an official investigation an employee can be ordered to cooperate in an internal / administrative investigation and must truthfully answer questions that are specifically, directly, and narrowly related to the employee's official conduct, to include providing a signed statement or affidavit if requested. Statements made pursuant to an order to cooperate in an internal/ administrative investigation and evidence that is derived from the statements cannot be used against the employee in any criminal proceeding.

An employee will not be compelled in any criminal investigation to be a witness against themselves. Employees interviewed in conjunction with a criminal investigation will be afforded all rights under

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Miranda v. Arizona (1966) and the Fifth Amendment of the US Constitution.

VII. Medical Information:

- A. Employees are reminded that medical information that the DOC gathers and maintains is protected by federal and state laws and regulations, such as the Health Insurance Portability and Accountability Act (HIPAA).
- B. All medical information (including mental health and substance abuse information) is considered confidential, and employees may not disseminate or release any medical information without first ensuring that:
  - 1. The release is authorized by law or the person whose information it is; and
  - 2. The person (or entity) requesting the information is authorized to receive it.
- C. Employees are expected to handle medical information in a way that preserves its confidentiality at all times. This means restricting access to stored medical information, not leaving medical information accessible when it is not being used and transmitting medical information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.
- D. Employees who come in to contact with medical information indirectly, such as officers escorting offenders to medical appointments or clerical staff working in clinics, are also expected to keep the information confidential. Any medical information that employees may see or hear as part of their normal duties should be handled appropriately and kept confidential.
- E. If an employee is witness to any misuse or mishandling of medical information, they shall immediately report it to their supervisor. Reports of misuse or mishandling of medical information will be taken seriously and will be investigated. Employees found to have misused or mishandled medical information may face discipline.

VIII. Criminal Justice Information:

- A. Employees are reminded that criminal justice information that the DOC gathers and maintains (whether handwritten or electronic) is protected by federal and state laws and regulations, such as the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy and Alaska Statute 12.62.160.
- B. According to the FBI (CJIS Security Policy, Appendix A) and Alaska Statute (AS 12.62.900) criminal justice information may include:
  - 1. Biometric data;
  - 2. Identity history;
  - 3. Person data;
  - 4. Organization data;

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5. Property (when accompanied by any personally identifiable information) data;
6. Case/ incident history data;
7. Non-conviction information;
8. Correctional treatment information; and
9. Information relating to a person to be located, whether or not that person is wanted in connection with the commission of a crime.

C. The DOC makes use of several different repositories for criminal justice information including the Alaska Public Safety Information Network (APSIN) operated by the Department of Public Safety and the DOC's own Alaska Corrections Offender Management System (ACOMS). This policy shall apply to any additional criminal justice information systems that are either created or adopted in the future for DOC use.

D. Access to these databases is restricted and employees shall only access information in these databases when a legitimate business need exists. No employee shall access these databases for personal use.

E. DOC employees are also prohibited from altering or deleting any documentation or criminal justice information entered into a criminal justice information system (such as the DOC offender management system) by another person, without first securing the approval of their Superintendent, Chief Probation Officer or equivalent supervisor or their designee. Before granting approval for an employee to alter or delete documentation or criminal justice information entered by another person, the supervisor or designee shall be satisfied that the alteration / deletion is legitimate and necessary for business needs.

F. All criminal justice information is considered confidential, and employees may not disseminate or release any criminal justice information without first ensuring that:

1. The release is authorized by law or the person whose information it is; and
2. The person (or entity) requesting the information is authorized to receive it.

G. Employees are expected to handle criminal justice information in a way that preserves its confidentiality at all times. This means restricting access to stored criminal justice information, not leaving criminal justice information accessible when it is not being used and transmitting criminal justice information in a secure manner so that it may not be viewed or intercepted by those not authorized to view or receive it.

H. If an employee is witness to any misuse or mishandling of criminal justice information, they shall immediately report it to their supervisor. Reports of misuse or mishandling of criminal justice information will be taken seriously and will be investigated. Employees found to have misused or mishandled criminal justice information may face discipline, as well as legal action.

#### IX. Public Statements and Disclosure of Information:

A. All official statements for public release concerning the affairs of the DOC must be authorized by the Commissioner, a Deputy Commissioner, a Division Director, or designee.

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- B. In any public statement, employees will clearly distinguish between those that are positions of the DOC and those that are personal views. Employees are responsible for the accuracy of their statements.
- C. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the office or institution manager.
- D. Social Media:
1. When identifying yourself as a DOC employee on social media **or** if you have a position for which your DOC association is known to the general public, ensure your profile and related content is consistent with how you wish to present yourself as a professional employee, appropriate with the state and public trust associated with your position. DOC employees shall have no expectation of privacy when using social media tools.
  2. All posts or comments on social media that may be related, directly or indirectly, to your employment by the State of Alaska and the Department of Corrections shall be preceded by a disclaimer that clearly states that the opinions or views expressed are yours alone and do not represent the views of the DOC or your institution or office.
  3. Without written permission from the Commissioner, or designee, the use of any image or photograph of images that belong to the DOC is prohibited, including:
    - a. Department shoulder patch;
    - b. Department official logo;
    - c. Photographs or any graphic rendition of any DOC building, office, institution, or grounds; and
    - d. Any image of an offender (with or without permission).
  4. Without written permission from the Lieutenant Governor, the use of the state seal is prohibited.
  5. In a publicly accessible forum, employees shall not discuss any DOC related information that is not already considered public information. The discussion of sensitive, privileged, or protected information is strictly prohibited. This rule applies even in circumstances where password or other privacy controls are implemented.
- E. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employees' job requirements.
- F. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.

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G. Former employees will be granted access only to DOC information available to other members of the public and will have no greater standing than members of the public.

X. Clothing and Uniforms:

While on duty all employees will adhere to the DOC's policies on uniforms and appearance.

XI. Egregious Misconduct:

Egregious misconduct may warrant immediate dismissal on a first offense. The following lists are not all inclusive. Executive Branch employees are subject to additional statutes, regulations, policies, and other directives, the violation of which may result in dismissal for a first offense. Also, the totality of circumstances in a given circumstance may warrant immediate dismissal on a first offense whether or not a specific violation is listed below.

A. All DOC employees are prohibited from:

1. Engaging in unlawful discrimination or harassment;
2. Engaging in dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's co-workers;
3. Theft of State time or resources;
4. Gross disobedience or insubordination;
5. Use, possession or being under the influence of alcohol or any illegal controlled substance on DOC's time or premises;
6. Engaging in physical assault or misconduct, abusive, or lewd behavior;
7. Abandonment of duties;
8. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the DOC 's ability to carry out its mission;
9. Intentionally aiding or abetting on offender's escape or attempted escape;
10. Introducing contraband onto the grounds of a secure institution;
11. Using excessive force on an offender;



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12. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;

13. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security; and

14. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.

B. Egregious misconduct includes:

1. Conviction of any felony; and

2. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability, or fitness to perform the employee's duties, or may adversely impact the DOC 's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer, or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.

XII. Responsibilities:

A. Division Directors shall ensure dissemination, posting, training, and enforcement of this policy.

B. Office and institution managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of DOC institutions or offices, have read, understand, and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.

C. Failure on the part of any employee to implement this policy may constitute grounds for disciplinary action up to and including dismissal from public service.

D. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.

E. All employees shall sign the *Standards of Conduct Certificate of Review and Compliance* (Attachment A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.

F. Any variance from this policy must have prior written authorization from the Commissioner or their designee.

**Standards of Conduct: Certificate of Review and Compliance**

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

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# (Attachment 10) 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
5. Vendor Number	6. IRIS GAE Number (if used)	7. Alaska Business License Number	

**This contract is between the State of Alaska,**

8. Department of	Division	hereafter the State, and
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9. Contractor	hereafter the contractor
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Mailing Address	Street or P.O. Box	City	State	ZIP+4
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10.

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

**ARTICLE 2. Performance of Service:**

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

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

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

**ARTICLE 3. Period of Performance:** The period of performance for this contract begins \_\_\_\_\_, and ends \_\_\_\_\_.

**ARTICLE 4. Considerations:**

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

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

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

Mailing Address	Attention:
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<b>12. CONTRACTOR</b>		<p><b>14. CERTIFICATION:</b> 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.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
<b>13. CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	Date
Department/Division	Date		
Signature of Procurement Officer			
Typed or Printed Name of Procurement Officer			
Title			

**NOTICE!** This contract has no effect until signed by the head of the contracting agency, procurement officer 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.**

- 5.1 The Procurement Officer, 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 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.
- 5.2 The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

**Article 6. No Assignment or Delegation.**

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

**Article 7. No Additional Work or Material.**

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

**Article 8. Independent Contractor.**

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

**Article 9. Payment of Taxes.**

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

**Article 10. Ownership of Documents.**

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

**Article 11. Governing Law; Forum Selection**

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

**Article 12. Conflicting Provisions.**

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

**Article 13. Officials Not to Benefit.**

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

**Article 14. Covenant Against Contingent Fees.**

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

**Article 15. Compliance.**

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

**Article 16. Force Majeure:**

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

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

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

**Article 2. Insurance**

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

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

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

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

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

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

**DEPARTMENT OF PUBLIC SAFETY DIVISION OF STATEWIDE SERVICES  
PERSONNEL SECURITY CLEARANCE FORM AND USER AGREEMENT**

**REQUESTING AGENCY SECTION:**

Requesting Agency: \_\_\_\_\_

If the agency is requesting a clearance for a contractor, vendor, or non-criminal justice employee, list the name of the person's employer: \_\_\_\_\_

Terminal Agency Coordinator (TAC): \_\_\_\_\_

If the agency does not have a TAC, list the agency supervisor's name, phone number, and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Name of Person for Whom Access is Requested: \_\_\_\_\_

Type of Access (check all that are necessary to complete job requirements):

Unescorted Building Access and Key Card (DPS Only).  
Location/Address: \_\_\_\_\_

Unescorted Building Access with Photo ID Key Card (DPS Only).  
Location/Address: \_\_\_\_\_

Unescorted Building/Agency Access Only.  
Agency/Location: \_\_\_\_\_

Direct Access to (do not check items that the applicant currently has access to):

Alaska Public Safety Information Network (APSIN)

Alaska Records Management System (ARMS)

Traffic and Criminal Software (TraCs)

DPS Virtual Private Network (VPN)

Reason VPN Required: \_\_\_\_\_

Report Manager

List Which Folders/Reports \_\_\_\_\_

Livescan

Felony Sex Offense Database

Other (please describe): \_\_\_\_\_  
\_\_\_\_\_

I certify that the above information is accurate, and the requested access is necessary for the applicant to complete their assigned duties. I will review this person's access annually, ensure appropriate training and certification is completed, and will notify the CJIS Programs Unit when the above requested access is no longer required and/or authorized for this person.

TAC/Agency Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please send completed forms to:**

Mail: Department of Public Safety, CJIS Programs Unit-Security, 5700 E Tudor Road, Anchorage, AK 99507, Fax: (907) 338-1051

**APPLICANT SECTION:**

Name: \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Sex: \_\_\_\_ Driver's License Number: \_\_\_\_\_ State: \_\_\_\_  
(MM) (DD) (YYYY) (M / F)

Job Title: \_\_\_\_\_ Agency \_\_\_\_\_ City \_\_\_\_\_

E-Mail: \_\_\_\_\_

One Legible Fingerprint Card\*\* Included:  Yes  No (Application cannot be processed)  Already on file\*\*\*

*\*\*Client number on card should be 4003 for Direct APSINIARMS Access; 4156 for Building or Non-Direct System Access  
\*\*\*Fingerprint cards already on file with DPS for current APSIN clearance; this request is for additional system access*

**ACCESS AGREEMENT**

I understand that by executing this request, I am agreeing that an investigation into my background, including the search of Alaska Public Safety Information Network (APSIN) and National Crime Information Center (NCIC) will be conducted. I understand that I will be required to submit my fingerprints in connection with this request. I understand that the results of the investigation will be released to the APSIN Security Team personnel and the person requesting this clearance on my behalf for use in determining approval, denial, or appeal of the security clearance.

I hereby certify that I am familiar with the contents of (1) the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy; (2) Alaska Statute 12.62; (3) Alaska Administrative Code (AAC) 13 AAC 68.300-345; and the (4) CJIS Systems Agency (CSA) and agree to be bound by their provisions. The Department of Public (DPS) is the CSA for Alaska. I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which the agency has been authorized. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating, or re-disseminating information received as a result of direct or indirect access for a purpose other than that directly authorized, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re- disseminating the information received for another purpose other than what is authorized also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes. In addition to any criminal, civil, or employee disciplinary actions that may result from such misuse, if I am found to have violated this agreement, DPS will revoke my security clearance. DPS may consider reinstatement of the clearance upon receipt of the completed Reinstatement Request form and completion of remedial training. DPS reserves the right to permanently revoke my security clearance.

I understand that unauthorized disclosure of information about the methodology, operation, or internal structure of APSIN or the computer networks that interface with APSIN may threaten the security of these systems. I will not disclose information about the security measures, access and/or operating procedures, equipment, or programs without specific authorization from the DPS CJIS Systems Officer (CSO). I understand that biennial Security Awareness training will have to be completed to maintain a clearance, and that initial training must be completed within six (6) weeks of receiving this security clearance. Security Awareness training is incorporated into the certification exam for direct access users which also requires biennial training/certification and must be completed within six (6) weeks of receiving access codes.

**Direct Access Accounts Only:** If issued a User ID and password, I will not share the password with anyone. I understand that DPS will maintain a record of all direct access account activity for three years; that this record may be used to audit my use of the system(s) at any time; and that this record may be released to my employer for an administrative investigation and/or to a law enforcement agency for a criminal investigation.

I have read, understand, and agree to abide by the terms of this agreement for physical or logical access to the aforementioned criminal justice systems or for access to buildings or computer networks processing CJI from these systems.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## **APPENDIX H SECURITY ADDENDUM**

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The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

## Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, penal, and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to ensure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement),

subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use, or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

# **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

## 1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

## 2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

## 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

## 4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION  
SERVICES SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating, or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating, or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative