



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

Request for Proposals

RFP 2014-2000-1870

Date of Issue: May 29, 2013

Title and Purpose of RFP:

Hospital Inpatient and Outpatient Services
Anchorage, AK

Offerors Are Not Required To Return This Form.

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

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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

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

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

Department of Corrections
Division of Administrative Services
Attention: Chris Brooks
Request for Proposal (RFP) Number: 2014-2000-1870
Project name: Hospital Inpatient and Outpatient Services – Anchorage, AK
550 W. 7th Avenue, Suite 601
Anchorage, Alaska 99501

Proposals must be received no later than 2:30 P.M., Alaska Time on June 5, 2013. Fax proposals are acceptable but not encouraged. Oral proposals are not acceptable.

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

PROCUREMENT OFFICER: Chris Brooks
PHONE: 907-269-7349
FAX: 907-269-7345
EMAIL: christopher.brooks@alaska.gov

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

1.02 Contract Term and Work Schedule

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

The length of the contract will be from the date of contract, approximately July 1, 2013 until June 30, 2014, with optional renewals if exercised up to December 31, 2016.

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

The approximate contract schedule is as follows:

- Issue RFP: May 29, 2013
- Questions submitted by: June 3, 2013
- Pre-proposal Conference: May 31, 2013
- Proposal due date: June 5, 2013
- Proposal Evaluation Committee completes evaluation by: June 7, 2013
- State of Alaska issues Notice of Intent to Award a Contract: June 7, 2013
- State of Alaska issues contract : June 18, 2013
- Contract start date (target date): July 1, 2013
- Initial contractor work period: July 1, 2013 through June 30, 2014
- Second contractor work period (if extended by DOC): July 1, 2014 through June 30, 2015
- Third contractor work period (if extended by DOC): July 1, 2015 through June 30, 2016
- Final contractor work period (if extended by DOC): July 1, 2016 through December 31, 2016

1.03 Purpose of the RFP

The Department of Corrections, Division of Administrative Services is soliciting proposals for hospital inpatient and outpatient services, including ambulatory surgery, for offenders incarcerated in Alaska.

1.04 Budget

Approval or continuation of a contract resulting from this solicitation is contingent upon legislative appropriation. The Department estimates a budget of between \$6,000,000.00 and \$7,000,000.00 annually for this work. Proposals priced outside the high range, if otherwise responsive to the RFP requirements, will be accepted for evaluation and possible award of services, however funds are limited and negotiations may be necessary depending upon cost proposals submitted.

1.05 Location of Work

Hospital services will be provided in Anchorage, Alaska. No travel is anticipated.

By signature on their proposal, the offeror certifies that:

- (a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
- (b) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

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

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

1.06 Assistance to Offerors with a Disability

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

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based

on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be received by 2:30 pm. (Alaska Time) on June 3, 2013. All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

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

1.09 Amendments

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

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

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

1.11 Right of Rejection

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

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

Minor informalities that:

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

may be waived by the procurement officer.

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

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

1.12 State Not Responsible for Preparation Costs

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

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including

detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

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

1.14 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence that the subcontractor holds a valid Alaska business license; and
- (f) a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

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

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

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

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of Corrections reserves the right to consider a proposal non-responsive and reject it or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

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

1.19 Solicitation Advertising

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

1.20 News Releases

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

1.21 Assignment

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

1.22 Disputes

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

1.23 Severability

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

1.24 Federal Requirements

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

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Pre-proposal Conference

A pre-proposal conference will be held at 10:00 A.M., Alaska Time, on May 31, 2013 in suite 601 (6th floor) of the Atwood Building, located at 550 W. 7th Ave. in Anchorage, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors may participate in the pre-proposal conference telephonically by dialing (907) 269-7349 at the above noted time.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Site Inspection

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

2.04 Amendments to Proposals

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

2.05 Supplemental Terms and Conditions

Proposals must comply with Section 1.11 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

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

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held,

will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

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

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

2.08 Experience and Qualifications

In order for offers to be considered responsive, offerors must meet the following minimum qualifications and experience requirements:

- Qualifications – The Offeror must have accreditation by the Joint Commission on Accreditation of Healthcare Organizations.
- Administrative Liaison – Offeror must designate an administrative contact with authority to resolve issues with a direct reporting line to senior management.
- Case Manager – Offeror must designate a person as point of contact for clinical inpatient issues and discharge planning. The DOC prefers that this individual has a BSN degree, is a registered nurse, and has one year experience in case management.
- Security Liaison – Offeror must designate an individual to be the liaison to DOC for security issues.
- Emergency Department – Offeror must designate an emergency Department Director or Assistant Director to be the liaison to DOC.
- Accounting Liaison – Offeror must designate an individual to be the liaison to DOC for billing issues.

An offeror's failure to meet these minimum requirements and offer the liaisons identified may cause their proposal to be considered non-responsive and their proposal may be rejected.

2.09 Evaluation of Proposals

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

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

2.10 Vendor Tax ID

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

2.11 F.O.B. Point

Not Required.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals **must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive.** Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to

be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

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

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game.
- Liquor licenses issued by Alaska Department of Revenue for alcohol sales only.
- Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance.
- Mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences

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

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

Alaska Veteran's Preference - AS 36.30.175

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

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

2.14 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

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

- (a) holds a current Alaska business license;

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

Alaska Bidder Preference Affidavit

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

If the offeror/bidder is a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror/bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the affidavit must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

2.15 5 Percent Alaska Veteran Preference AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

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

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

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

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

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

[STEP 2]

Convert cost to points using this formula.

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

The RFP allotted 40% (40 points) of the total of 100 points for cost.

Offeror #1 receives 40 points.

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

Offeror #2 receives 37.4 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$42,750 & = & 37.4 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#2} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

Offeror #3 receives 33.7 points.

$$\begin{array}{ccccccc} \$40,000 & \times & 40 & = & 1,600,000 & \div & \$47,500 & = & 33.7 \\ \text{Lowest} & & \text{Max} & & & & \text{Offeror \#3} & & \text{Points} \\ \text{Cost} & & \text{Points} & & & & \text{Adjusted By} & & \\ & & & & & & \text{The Application Of} & & \\ & & & & & & \text{All Applicable} & & \\ & & & & & & \text{Preferences} & & \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

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

EXAMPLE

Alaska Offeror Preference

[STEP 1]

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

Total number of points available - 100 Points

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

[STEP 2]

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

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

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

Offeror #1 - 89 points
Offeror #2 - 90 points
Offeror #3 - 98 points

Offeror #3 is awarded the contract.

2.18 Contract Negotiation 2AAC 12.315

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

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

2.19 Failure to Negotiate

If the selected offeror

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

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

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

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

2.21 Protest

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

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

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

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

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

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

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

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

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

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

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a firm fixed price contract. The discount rate would not be allowed to change (firm and fixed). An exception would be if a higher discount rate were to be negotiated. Any ceiling on payments would be established by the "not to exceed" amount in the contract in any performance period (fiscal year). However, this amount can be increased through an amendment when the need arises.

3.02 Contract Approval

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

3.03 Standard Contract Provisions

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

3.04 Proposal as a Part of the Contract

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

3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

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

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

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

3.07 Bid Bond - Performance Bond - Surety Deposit

Not Required

3.08 Contract Funding

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

There are no federal funds that will be used to pay for services provided under a contract that is awarded as a result of this solicitation.

3.09 Proposed Payment Procedures

The state will make payments based on a negotiated payment schedule at rates (including discount rates) established in the contract. The contractor will submit individual patient invoices within 45 days from the date of discharge. Each invoice must include a detailed summary of charges, a copy of all medical records and reports associated with the hospital visit, and a copy of the health care authorization provided by DOC medical staff. The billing will not be considered in receipt by the Department until all required documentation is received. See Section 5.01[r] for more information.

No payment will be made until the invoice has been approved by the Director, or designee. All invoices shall be submitted timely and reference the RFP and contract number(s).

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Corrections or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

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

3.12 Contract Personnel

During the course of the contract, if there is a change in any of the contractor's liaison staff, specifically those identified under Section 2.08, the proposed new staff person's resume and proof of certification, if applicable, must be submitted in writing to the DOC Project Director for approval before the staff change is made. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

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

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

3.14 Termination

The State reserves the right to terminate the contract, in whole or in part, when it is in the best interest of the State. In the event the State must terminate the contract prior to the actual contract expiration date, the State will attempt to provide the contractor a minimum of 30 days' notice. The State is liable only for payment in accordance with the payment provisions of the contract for services rendered before the effective date of termination. (see Appendix A, Article 5 attached)

A contractor's failure to comply with any of the terms and conditions of this RFP and subsequent contract may result in a default action by the State. The action would be after a 30 (calendar) day written notice bringing the matter to the attention of the contractor and aimed at resolving the issue. If the Project Director determines that the contractor has refused to perform the work, or has failed to perform the work with such diligence as to ensure its timely and professional performance, the State may terminate the contractor's right to proceed with part or all of the remaining work. Termination notice would be provided in writing to the contractor.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

Not Required

3.16 Contract Changes - Amendments

Anticipated Amendments – The Department anticipates that it may be in the State's best interest to extend the contract for additional periods of service. If the State exercises this option, extension will be within the maximum period allowable under administrative authority #2014-2000-1870.

The State anticipates that an increase of the provision for these services may occur, depending on the needs of the department and upon the funding available. Any changes in work requirements will be within the scope of work specified in the RFP and will be approved through the required amendment procedures. Any increase in a particular fiscal year may or may not be carried forward into subsequent fiscal years, depending on the needs of the Department.

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

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

3.17 Contract Invalidiation

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

3.18 Contract Personnel Background Checks

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

3.19 Code of Ethics and Standards of Conduct

The contractor will assure that all individuals providing services under the terms of the contract receive and read Department Policies and Procedures 202.01, Code of Ethical Professional Conduct, and 202.15, Standards of Conduct. Links to these Department Policies and Procedures are attached to the RFP and copies will be provided upon request. The Department of

Corrections reserves the right to exclude from use under this contract any person deemed by the DOC to be incompatible with the goals, mission, security or safety of its program.

3.20 Investigation & Litigation

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

3.21 Continuing Education (CE)

The contractor must assure, at no cost to the State, that all persons working under the terms of the contract meet and maintain any and all legal requirements for licensing and Continuing Education.

3.22 Records

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

3.23 Research

Any research conducted under the terms of the contract must receive prior written approval by the Commissioner of Corrections, or designee. A written description of the research project must be submitted prior to consideration for approval. In addition, all research projects must comply with the provisions of Policy and Procedure 501.02.

3.24 Transition at End of Contract

The contractor agrees to assist the Department and any subsequent provider in facilitating the transition between providers in the event of termination or completion of this contract. This includes extensions of this agreement at current rates to cover transition periods. This clause is a condition precedent to the contractor's right to receive any final payment of funds under this contract.

3.25 Right to Audit Records

AS 36.30.420 states: The State may audit the books of a contractor or a subcontractor to the extent that the books and records relate to the performance of the contract or subcontract. Books and records shall be maintained by the contractor for a period of three years after the date of final payment under the prime contract, and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Commissioner.

3.26 Format of Reports and Data

If needed, the contractor will be expected to provide electronic reports and data in a format compatible with the department's systems and formats, and it will be the contractor's responsibility to create the data files. This includes data entry and the development of any automated interfaces to the contractor's information systems or data entry software needed for this purpose.

3.27 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all

applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: The records and other information compiled by the contractor in accordance with the duties and responsibilities of this RFP shall be the property of the Department of Corrections. In this section, records refer to administrative documents, not treatment files, requested by DOC. The DOC respects and complies with federal confidentiality regulations regarding substance abuse treatment. Refer to 42 CFR Part 2. Copies of such records shall be provided to the Department within a reasonable period, upon request. This requirement is mandatory irrespective of any payment due to the contractor for service provision.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

Health Care Mission: The mission of the State of Alaska, Department of Corrections Inmate Health Care Component, is to provide those health care services necessary to prevent or alleviate pain and suffering; provide those services that the potential for harm to the prisoner by reason of delay or denial would be substantial; assure that any treatment or procedure provided is of medical necessity and not simply desirable; approve medical interventions when long-term ill effects can be prevented; provide those procedures, treatment and prosthetic devices essential to maintain functioning and, if necessary, rehabilitation.

The State of Alaska is required to provide essential health care for inmates in the Alaska Department of Correction's custody. This care encompasses inpatient hospital care, medical procedures, surgeries and all other services provided by a full-service tertiary care hospital. Provision of services may be scheduled in advance or required on an emergency basis.

The Department of Corrections (DOC) has seven institutions and four community residential centers that will be primarily utilizing hospital inpatient and outpatient services:

- Anchorage Jail
- Cook Inlet Pretrial Facility, Anchorage
- Hiland Mountain/Meadow Creek Correctional Centers, Eagle River
- Palmer Correctional Center, near Sutton
- Mat-Su Pretrial Facility, Palmer
- Pt. Mackenzie Rehabilitation Center, Wasilla
- Goose Creek Correctional Center, Wasilla
- Cordova Center, Anchorage
- Glennwood Center, Anchorage
- Parkview Center, Anchorage
- Midtown Center, Anchorage

The DOC has seven institutions in outlying areas of the state:

- Anvil Mountain Correctional Center, Nome
- Fairbanks Correctional Center, Fairbanks
- Ketchikan Correctional Center, Ketchikan
- Lemon Creek Correctional Center, Juneau
- Spring Creek Correctional Center, Seward
- Wildwood Correctional Center and Pretrial Facility, Kenai
- Yukon-Kuskokwim Correctional Center, Bethel

There are approximately 3,453 inmates in the Anchorage and Mat-Su area facilities and an average of 423 residents in the local community residential centers at the time this RFP is issued. There are seven other institutions in other areas of the state housing approximately 1813 inmates. Community residential centers located outside the Anchorage area house an average of 294 residents. Anchorage serves as the primary site for inpatient medical services throughout the state. Inmates may be seen in a hospital that is in close proximity to the institution or residential center they are incarcerated in or assigned to, but often come to Anchorage for specialty surgery or extended lengths of stay in a hospital.

The intent of this RFP is to consolidate services to the greatest extent possible in one hospital, thereby achieving an economy of scale that provides cost containment and efficiency.

The DOC anticipates hospital-person days for this contract to average 700 to 750 annually over the life of the contract.

The Health Services Administrator/Medical Director is the manager of the Department's Inmate Health Care Program. This person is responsible for development and maintenance of statewide health care services, including contract and state activities.

A combination of State employee and contract physicians, physician assistants and nurse practitioners in the institutions provide services to persons incarcerated in the facilities.

SECTION FIVE SCOPE OF WORK

5.01 General Scope of Work

The Department of Corrections (DOC), Division of Administrative Services is soliciting proposals for inpatient hospital services.

The DOC requires the services of a full-service tertiary care hospital in Anchorage, Alaska, with the ability to provide medical emergency services 24-hours per day, 365 days per year. These services are to be provided on an as-needed basis with no guarantee that a certain number of procedures, surgeries, routine and intensive care admissions will occur.

The services that may be utilized in the contract resulting from this RFP are not to be limited and will include all current and future services available at the successful offeror's hospital facility.

- [a] **Procedures and Laboratory Tests:** All procedures & tests available at the offeror's facility. Provide a schedule listing all available.
- [b] **Room/ER Services:** The successful offeror shall provide full-service emergency department; private and semi-private rooms; ICU; CCU; basic day surgery suite.

The successful offeror must inform DOC of any emergency procedures or tests pending on an inmate.

- [c] **Patient Condition upon Discharge from Emergency Department:** When discharging an inmate patient with a blood alcohol level of 0.3 or greater or an active medical problem, the successful offeror must directly notify the receiving DOC institution with the appropriate accompanying medical evaluation and lab data to assure continuity of care. If the transfer is during business hours, the successful offeror will notify the receiving institution and the Inmate Health Care Administrative Offices (Anchorage Central Office).
- [d] **All Surgeries:** Both inpatient and ambulatory.
- [e] **Gynecologic & Obstetric Services:** All routine and associated surgical and specialty services.
- [f] **Security Requirements:** The successful offeror must comply with the DOC security requirements. The DOC has specific needs for security, depending on the prisoner's level of custody. The DOC will provide a security officer, if necessary, while the prisoner is receiving care in the hospital. The following requirements must be met:
 1. Information about a prisoner must not be disseminated to any individual who has not been authorized by the Department of Corrections. Prisoner patients will be admitted using an offender number and will be referred to by that number on all records and billing documents. All inmate patients must be listed as a "no information" patient, name not on a public wall, no verbal information shall be given over the telephone. A list of restricted information will be provided to the contract administrative liaison with updates as needed.
 2. Unauthorized individuals are not allowed access to any prisoner.
 3. Hospital personnel who will be admitted to a prisoner's room must be identified to the security officer provided by the DOC or to any contract security officer.
 4. When a DOC patient is being treated in the Contractor's facility, the name and phone number of the 24-hour hospital security person must be provided to the DOC security officer or contract security officer.
 5. The successful offeror must adhere to DOC Policy and Procedure 1208.22, Security & Control of Hospitalized Prisoners. A relevant portion of this policy is attached.
- [g] **Contract Liaisons:**
 1. Administrative Liaison: The successful offeror shall provide a designated individual to be the liaison to DOC who has authority to resolve administrative issues with a direct reporting line to senior management.
 2. Case Manager: The successful offeror shall provide a designated staff member assigned to be the liaison to DOC for the purpose of case management of inmate patients, maintaining and providing medical records and assistance with discharge planning and follow-up.
 3. Security Liaison: The successful offeror shall provide a designated individual to be the liaison to DOC in regards to security issues.

4. **Emergency Department:** The successful offeror shall assign the emergency department Director or Assistant Director to liaison with DOC to develop and implement procedures for transferring inmate patients back to the facility. This individual will solve problems and implement corrective actions.
5. **Accounting Liaison:** The successful offeror shall provide a designated staff assigned to be the liaison to DOC for the purpose of billing issues and support documentation.

[h] **Records:** The successful offeror shall provide to the Medical Director, or designee, direct access to all medical records, reports and charts of patients who are in the hospital for purpose of review and/or photocopying. DOC medical personnel will show identification to hospital and security staff, upon request. Upon proper credentialing and review by the hospital security committee, the successful offeror agrees to provide the DOC Medical Director and other approved DOC employees access to its electronic patient information system for all DOC inmates cared for at the facility. The successful offeror shall provide remote or internet access to records, as available, including dictated reports. Offerors shall describe in detail their records and access system.

1. Upon discharge from the hospital or emergency room, the successful offeror will provide a discharge instruction sheet. In the case of an emergency department evaluation, the successful offeror will also provide a copy of the patient encounter sheet and any laboratory or test results from that encounter to the DOC transport officer accompanying the inmate.
2. No prisoner's signature authorizing Release of Information is required. See Attachment 11.
3. **Medical Records Privacy Act:** The offeror shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it pertains to service requirements under this contract. The offeror is responsible for the cost of compliance with this federal law. See Attachment #11.
4. The successful offeror is responsible for obtaining and documenting all informed consents. In the case of refusals for medical interventions and potentially medically serious situations, documentation with two witnesses of such refusals is required.

[i] **Hospital Privileges:** The successful offeror shall agree to provide the DOC Physicians with courtesy privileges that will allow them to provide direct medical care at the same level as fully credentialed attending physicians to DOC patients while receiving treatment at the facility. This is contingent upon DOC physicians meeting the credentialing criteria of the hospital.

The successful offeror shall agree to provide courtesy privileges for patient access and chart review limited to designated DOC mid-level practitioners and nursing utilization managers.

[j] **Work Space:** The successful offeror shall make available a designated work area for DOC health staff preferably located near the emergency room. The purpose of this workspace is for DOC medical and mental health staff to conduct confidential interviews and other health care duties when an inmate patient is admitted. This workspace does not need to be for the exclusive use of DOC. The space may be a private office and could be shared with hospital staff or the space could be paneled for some degree of privacy. The office shall be furnished with a small desk or table and a phone for DOC use.

[k] **Patient Diversion:** When the successful offeror's emergency department or inpatient services go into "patient diversion" to other health facilities rendering them unable to admit DOC inmate patients, the Director of Institutions and the Medical Director shall be notified of the diversion status. Notification information is noted below. Once the diversion status is canceled, the successful offeror agrees to accept in transfer all medically stable inmates hospitalized in other institutions due to the diversion status.

1. Business hours (8 a.m. – 4:30 p.m.): Anchorage Central Office: Phone #: 269-7300
2. After hours, weekends and holidays: Utilize the On-Call System: Phone #: 330-3282

[l] **Department of Corrections Policies and Procedures:** The successful offeror must comply with the definition of essential health care (P&P 807.02) and to abide by the DOC formulary whenever possible (P&P 807.05). It is the responsibility of the successful offeror to obtain a signed informed consent form (P&P 807.08). See attached copies of the DOC Policies and Procedures on Inmate Health Care. In the event that DOC policies affecting these policies changes, the DOC agrees to provide the successful offeror with copies of the new policies. These new policies will then become the operating standard with which the successful offeror must comply.

The successful offeror's compliance with any revisions to the policies and procedures as currently presented will also be required

- [m] **Meetings:** The DOC may request the successful offeror to attend meetings with DOC staff. These meetings may be held for various purposes including consultation, streamlining procedures, solving problems, introducing new staff, etc. It is anticipated that meetings would not need to occur more often than quarterly. These meeting will be included in the successful offeror's administrative indirect overhead and will not be billable to the DOC.
- [n] **Court or Legal Testimony:** The successful offeror shall be required to provide court or legal testimony, upon request. This requirement is a rare occurrence.
- [o] **Subcontracted Services:** The successful offeror may utilize in-state providers (subcontract hospital or other services) whenever possible to perform services they are not capable of providing. See Section 1.14 regarding subcontractors.
- [p] **Malpractice Insurance:** Physicians providing care as hospital employees or the consultants used by the physicians in care provided to DOC inmates must have malpractice insurance.
- [q] **Non-Exclusive Contract:** The DOC reserves the right to use the services of other hospitals (in Anchorage and statewide) when necessary. The award of any contract resulting from this RFP does not represent an exclusive use of the successful offeror's hospital facility.
- [r] **Billing Procedures:** The successful offeror shall submit individual patient invoices within 45 days from the date of patient discharge or service delivery. Each invoice must reference the contract number and include a detailed summary of charges. The billing will not be considered in receipt by the Department until all required documentation is received.
- If the successful offeror fails to provide a billing with the required documentation within 45 days after patient discharge from the hospital, the DOC will reduce its payment by a rate of 1.5 percent per month beginning after 60 days. If the amount paid to the successful offeror is either (1) a fraction of a month or (2) one or more full months plus a fraction of a month, the amount paid to the successful offeror shall be reduced for the fraction of a month equivalent to a full month.
 - If payment for services billed is not made on or before 45 days after receipt of an undisputed and complete billing (invoice and backup documents), the DOC shall pay interest on the unpaid balance beginning on the 46th day until the date the payment is issued at the rate of 1.5 percent per month. If the interest-bearing period of time is either (1) a fraction of a month or (2) one or more full months plus a fraction of a month, the DOC shall pay the same amount of interest for the fraction of a month as it would pay for a full month. To receive interest on unpaid late invoice balances, the successful offeror must submit an invoice for the interest showing the dates and the amount on which the interest was calculated.

The paragraph immediately preceding does not apply to payments for services in dispute after the successful offeror receives written notice from the DOC Medical Director, or designee, that the amount of the billing or specific services are in dispute and stating the reasons for the dispute. The DOC shall pay for services in dispute within 45 days after resolution of the dispute.

The Department of Corrections will Provide the Following:

- [a] Whenever possible, the DOC will utilize pre-admission procedures and notify hospital staff of an inmate admission prior to inmate arrival.
- [b] The Department will contract with a hospitalist group to perform as the attending physicians of record for all medical admissions. The successful offeror agrees to selectively admit as the attending physician to all DOC patients the hospitalist group in all medical admissions. When patients are hospitalized for longer than 24 hours on non-medical services (i.e., surgical subspecialty, gynecologic or rehabilitation) the successful offeror will assure that the hospitalist group is notified of the admissions so they can consult on the case.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

[a] General Information:

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

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

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

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

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

- (1) Table of Contents
- (2) Introduction
 - Offeror Information and Assurance Form
 - Licensing Requirements
 - Conflict of Interest Statement
- (3) Technical Proposal
 - Understanding of Work and Plan for Services
 - Budget Narrative
 - Experience and Qualifications
 - Examples of proposed assessment/screening tools
- (4) Cost Proposal
- (5) Alaska Preferences Certifications – if applicable

6.02 Table of Contents

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

6.03 Introduction

This section shall contain the following:

[a] Offeror Information and Assurance Form (RFP Attachment #4). This form must be signed by an individual or company officer empowered to bind the company. One of the proposals should be marked "original" and contain the original signed Offeror Information and Assurance Form.

[b] Licensing Requirements – Offerors shall include acceptable evidence that the offeror possesses a valid Alaska Business License and meets any professional license(s) or certification requirements outlined in Sections 2.08 and 6.04[c].

[c] Conflict of Interest Statement – Offerors shall include a statement identifying any conflicts of interest that may exist; or a statement that none exist.

6.04 Technical Proposal

[a] Understanding of Work and Plan for Services

1. Offerors must provide a detailed comprehensive narrative that sets out their understanding of the department's inmate health care (hospital) needs and the management plan the hospital intends to follow should they be awarded the contract. Offerors must detail how they will meet each of the requirements listed in Section 5.01.
2. Provide an organizational chart specific to the personnel responsible for the administration of this contract and illustrate the lines of authority. See Section 2.08 and Section 5.01[g] for detail.
3. If you are providing a proposal that utilizes a subcontractor approach with one or more entities, you must detail how each entity's work will assist in the work to be performed.
4. Identify your assumptions, any problems foreseen, conflicts of policies and offer potential solutions.

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

[b] Budget Narrative

1. Offerors may submit a brief budget narrative that will explain the discount rates submitted and how the discount and escalating discount rates (if applicable) offered were determined. Include an explanation of all proposed subcontract values, if applicable.

[c] Experience and Qualifications

1. Identify your experience (including length of time) in providing hospital services under contract to a correctional agency (federal, state, municipality, preferably in Alaska) as described in Section Five of the RFP. Provide detail of previous experience.
2. Key Personnel – Identify the key personnel (contract team) that would be assigned to work with the Department of Corrections in the following areas. Include the individual's list of responsibilities and their lines of authority.
 - Contract administrator;
 - Medical liaison and case management (case manager);
 - Security liaison;
 - Emergency Department; and
 - Accounting services liaison.

Provide a **resume** for individuals filling each of the above roles. Include qualifications, experience and current references in the resumes.

Preference will be given to the Case Manager assigned to work with DOC that has a BSN degree, is a registered nurse and has one year experience in case management. (See Section 2.08 for qualifications.)

3. Hospital: The offeror must have the Joint Commission on Accreditation of Healthcare Organizations Accreditation. Provide documentation that the hospital has current accreditation.
4. Provide a narrative description of the organization including the corporate structure, affiliations, etc. Briefly describe the following for the offeror submitting the proposal, and for any subcontractors providing services as a part of the contract. Include the following:

History of the organization;
Organizational chart including chain of command;

6.05 Cost Proposal

Rates and Discount Rate(s): Offerors must submit the current usual and customary rates for surgeries, procedures, rooms, etc., on the attached Cost Proposal Form and bring the subtotal amounts to the Budget Summary page. The Cost

Proposal Form lists the estimated number of each kind of the most common charges based on past utilization. The offeror must list their current usual and customary rates on the budget form for all the various line items. The offerors must also include in the Cost Proposal Form the discount rate (%) that will be applied to all charges incurred by DOC inmate patients.

Offerors must propose at least one escalating discount rate based on total expenditures in any one-year period. For example, offerors shall propose a discount rate of X % applied to expenditures up to the first \$ 1.0 million and an escalating discount rate X + Y % applied expenditures exceeding \$1.0 million. The escalating discount rate(s) will be evaluated in the budget narrative portion of the evaluation. The escalating discount rates will receive additional points in the evaluation of their proposals.

Offerors may propose a second escalating discount rate. It will be up each offeror to determine if a second escalating discount rate will be offered.

In order for the offeror to determine a reasonable level of expenditures for applying escalating discount rates, the DOC is providing the contract amounts for the most recent years. In FY09 (8 months only), the contract amount was \$2,800,000; the FY10 contract amount was \$6,371,600; the FY11 contract amount was \$5,500,000; and the FY12 contract amount was \$5,500,000; and the FY13 contract amount is \$5,500,000.

The DOC will periodically review the contractor's rates to determine if by contracting for these services the Department is receiving the most cost-effective services available. This will also assist the Department in determining whether the renewal of the contract is in the best interest of the State.

- [b] No guaranty of services: Actual services required by DOC will vary. All services provided by the hospital will be invoiced citing the current and customary charge and the proposed discount rate will be applied and calculated against the usual and customary charges showing the total amount billable.
- [c] Subcontracted services not required to be discounted: An exception to the discount rate that would be acceptable to the DOC will be subcontracted services. The offeror may need to subcontract services to fulfill certain requirements of this contract. In this case, the offeror may list that service separately from the discount, but must include it as a pass-through cost (no administrative or profit margin fee added). Offerors must include an explanation in the budget narrative section for any exception to the discount under this paragraph.

The discount rate(s) proposed will be binding on the successful offeror for the full term of the contract (July 1, 2013 through December 31, 2016) and decreases to the discount rates will not be considered. If the successful offeror proposes increasing the discount rates during the term of the contract, the DOC will accept that offer.

6.06 Alaska Preferences Certification

Offerors shall include, if applicable, a signed certification of qualification as an Alaska Bidder and/or as an Alaskan Veteran as outlined in paragraph 2.14 and 2.15 and Attachments 9 and 10.

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

6.07 Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

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

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

Offeror -- Person or Firm Name: _____

Evaluator - Name of PEC Member: _____

Date of Review: _____ Total Points: _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 200

Proposals will be evaluated against the questions set out below. This does not preclude other program requirements from being evaluated in this process that may not be specifically listed below.

Understanding of the Project, Plan for Services, and Budget Narrative (section 6.04[a] and [b], 30 percent Maximum Point Value for this Section – 60 points

Understanding of the Project and Plan for Services: (45 pts)

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the services?
- [b] How well has the offeror demonstrated that it understands the services required and the deliverables the State expects it to provide?
- [c] How thoroughly has the offeror described their ability to provide all the services in Section 5.
- [d] How well does the offeror's management plan support all of the services requirements (the required liaisons as listed in Section 2.08)?
- [e] How clear has the liaisons and their roles and accountability been defined?
How well has the offeror described their ability to process DOC's forms and records?
- [f] How well has the offeror described their security requirements and how it will team with DOC security needs?
- [g] How flexible and accommodating is the offeror in providing DOC physicians with courtesy privileges to access inmates in their hospital?
- [h] Has the offeror provided a work space for DOC medical and mental health staff?
- [i] How thoroughly has the offeror described their ability to meet DOC's requirements when needing to divert an inmate patient?
- [j] How amicable is the offeror in attending meetings with DOC staff?
- [k] How well did the offeror comply with the requirement for providing court or legal testimony?
- [l] Did the offeror name a subcontractor to provide any part of the required services? If so, how well did the services comply with the RFP requirements?
- [m] How thoroughly did the offeror describe their ability to comply with DOC's billing procedures?
- [n] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [o] Have any potential problems or conflicts of policies been identified? If so, are solutions proposed?

Budget Narrative: (15 pts total)

- [p] How adequate and competitive is the first escalating discount rate and the level at which it is applied? (up to 10 pts)
- [q] How generous is the second escalating discount rate and how reasonable is the level at which it is applied? (up to 5 pts)

Experience and Qualifications (section 6.04[c]), 20 percent Maximum Point Value for this Section – 40 points

Questions regarding key personnel: (20 pts)

- [s] How well does the offeror rate in providing the information on the essential personnel?
- [t] How thoroughly did the offeror describe the essential personnel (project team as required in Section 2.08)?
- [u] How appropriate and current are the resumes of the essential personnel in that that they possess backgrounds that

- would be desirable for individuals engaged in the work the services require?
- [v] How extensive is the applicable experience and education of the essential personnel designated to work under the contract?
- [w] Is the list of references current and sufficient to determine if minimum experience requirements are met?

Questions regarding the hospital: (20 pts)

- [x] Has the offeror submitted the required JCAHO certification documentation?
- [y] How well is accountability of the administration defined?
- [z] Are clear organizational charts provided? Is the organization of the project team depicted in a logical manner?
- [aa] How well does the management plan illustrate the lines of authority and communication?
- [bb] Can you determine how successful the general history of the company may be regarding timely responses to requests for documents and inquiries, and overall provision of services?
- [cc] If a subcontractor will perform work on the project, how well do they measure up to the requirements of the RFP?
- [dd] Has the offeror provided copies of the contracts for subcontracted services, or clearly defined and explained the services to be provided by any subcontracting arrangements? (see section 1.14)

7.01 TECHNICAL PROPOSAL EVALUATION (see questions above):

- Understanding of Work to be Performed, Plan for Services, and Budget Narrative:
- Experience and Qualifications:

Zero to 60 Points _____

Zero to 40 Points _____

7.02 COST PROPOSAL EVALUATION
Calculated based on section 6.05 response.

80 Max. Points _____

7.03 ALASKA OFFEROR'S PREFERENCE

If a proposer qualifies for the Alaska Bidder Preference, the proposer will receive an Alaska Offeror's Preference. The preference will be added to the overall evaluation score of each Alaska offeror. (section 6.06 and 2.17)
Points _____

(Zero or) 20

Total Points _____

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Cost Proposal Form
2. Proposal Responsiveness Checklist
3. RFP Receipt Acknowledgment Form
4. Offeror Information and Assurance Form
5. Standard Agreement Form for Professional Services (example)
 - 5.1 Standard Agreement Form
 - 5.2 Appendix A
 - 5.3 Appendix B2
6. Security Clearance Form (example)
7. Proprietary/Confidential Information

The following policies & procedures are in a separate attachment:

8. Department Policy & Procedure 202.01 and 202.15
List of DOC Policies & Procedures for Inmate Health Care
 - P&P 807.02 Access to Health Care Services
 - P&P 807.05 Use of Pharmaceutical Products
 - P&P 807.06 Health Care Record
 - P&P 807.07 Prisoner Responsibility for Health Care
 - P&P 807.08 Informed Consent
9. Certification of Entitlement to the Alaska Bidder Preference
10. Certification of Entitlement to the Alaskan Veterans Preference
11. State Holiday Schedule

Attachment 1

COST PROPOSAL FORM
Hospital Inpatient and Outpatient Services
Anchorage, AK
RFP # 2014-2000-1870

Offeror Name: _____

Note: Offerors must use this form (or an equivalent format) to enter data that will be utilized to determine the proposed cost for provision of services. All costs proposed must be at the inpatient rate unless otherwise noted.

X-Rays	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
IVP	15		
UGI	10		
BE	10		
Ultrasound – Pelvis	10		
Ultrasound – Abdomen	10		
Ultrasound – Biliary Tree & Liver	40		
Mammogram	15		
Chest – 2 view (PA & Lateral)	20		
CT Scan – Head w/contrast	15		
CT Scan – Chest w/contrast	10		
CT Scan – LS Spine w/contrast	5		
CT Scan – Abdomen/Pelvic w/contrast	10		
MRI – Head/Brain w/o contrast	10		
MRI – Knee w/o contrast	5		
MRI – LS Spine w/o contrast	10		
MRI – C-Spine w/o contrast	5		
Bone Scan	5		
Sinus MRI	5		
Echocardiography	20		
Total X-Rays			\$

Laboratory (Inpatient lab fees)	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
Ammonia	25		
Antibody Screen (Rh Factor)	20		
Carbamazepine Total	20		
Cardiac Profile	60		
CBC Platelet Auto Diff	250		
Creatine Kinase	50		
Folate (Folic Acid)	25		
Hepatic Function Panel	50		
Lipid Panel (Chol, HDL, Trig)	25		
Metabolic Panel (basic)	100		
Phenytoin (Dilantin)	50		
Protime / INR	100		
PTT	25		

TSH/Thyroid function (T3, T4)	30		
Venipuncture	500		
Total Laboratory			\$

Cost Proposal Form, continued

Miscellaneous	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
EEG – technical rate only	10		
Pulmonary Function (FEV-1, FVC)	10		
Incisional Biopsy (Subcutaneous Mass)	10		
Sigmoidoscopy	5		
Colonoscopy	10		
Electrocardiogram	50		
Thallium Stress Test	10		
Total Misc.			\$

Surgeries / Ambulatory Procedures	Estimated Number / Year	Rate Each (pre-discount)	Annual Amount (pre-discount)
Average operating/ambulatory procedural room charge to include supplies, excluding anesthetist and anesthesiologist. Determine cost by averaging costs for each procedure for previous six months.			
Arthroscopy/Meniscectomy	10		
Lumbar laminectomy	5		
Appendectomy / Exploratory Laparotomy	10		
Cholecystectomy	5		
Endoscopy (GI Suite)	10		
Endoscopy (Pulmonary Suite)	5		
Cataracts	5		
Cardiac Catheterization (Cath lab only)	15		
Hernia	5		
Obstetrical Suite Fee	10		
• Vaginal Delivery –	5		
• C-section -			
Total Surgeries			\$

Rooms	Estimated Days / Year	Rate / Day (pre-discount)	Annual Amount (pre-discount)
Room Charges: (Room Only)			
Semi-Private	250		
Private	350		
ICU	60		
CCU	50		
Observation Room (24-36 hrs)	30		
Emergency Room <u>not</u> including ER physician charges:			
• ER – Level 1 (simple)	10		
	40		

• ER – Level 2	60		
• ER – Level 3	10		
• ER – Level 4	5		
• ER – Level 5 – Comprehensive			
Total Room Charges			\$

Cost Proposal Form, continued

Supplies	Units	Rate / Unit (pre-discount)	Annual Amount (pre-discount)
Cardiovascular Pack (Emergency)	10		
IV Therapy (solution, needle, catheter, tubing, jelco & nurse charge)	500		
Pulse Oximeter (Adult)	25		
Oxygen (per hour)	100		
Radiology Pack	20		
Foley Cath	20		
Tray Lumbar Punc. Adult	5		
Resuscitator Mask Adult	20		
Arterial Line (Blood gas monitoring)	10		
Total Supplies			\$

Transportation	Estimated Trips / Year	Rate / Trip (pre-discount)	Annual Amount (pre-discount)
Air Ambulance Service - via _____ (specify mode of transport)			
Calculate average based on high cost and low cost for previous 6 months.			
Providence Seward Med. Center, Seward	5		
Mat-Su Regional Hospital, Palmer	5		
Central Peninsula Gen Hospital - Soldotna	2		
Nome	5		
Sea-Tac Airport, Washington	2		
Total Transportation			\$

COST PROPOSAL FORM
Hospital Inpatient and Outpatient Services
Anchorage, AK
RFP # 2014-2000-1870

Hospital Services	
*** Budget Summary ***	
X-Rays	
Laboratory	
Misc.	
Surgeries/Ambulatory Procedures	
Rooms	
Supplies	
Transportation	
(a) Subtotal	\$
(b) DOC Invoice Discount Rate (%)	\$
(c) Total Discount Amount (a x b = c)	\$
(d) Total Proposed Cost for purposes of evaluation (a - c = d)	\$

Mandatory First Escalating Discount Rate:

Escalating Discount Rate Offered (in addition to discount rate above): _____ %
 to be applied to DOC expenditures beginning at \$ _____

Second Escalating Discount Rate (optional):

Additional Escalating Discount Rate Offered (in addition to discount rates above): _____ %
 to be applied to DOC expenditures beginning at \$ _____

Note: In determining the level at which any escalating discount rate will apply, the successful offeror will use actual expenditures paid by the State (after the regular discount rate is applied, not the usual and customary charges before any discount rates are applied).

Subcontracted Costs, if applicable: (Explanation required in Budget Narrative)

List type of service: _____
 Pass-through charges (based on hourly rate or list other): _____

Offeror Name: _____

Authorized Signature: _____ **Date:** _____

Please Note: Offeror's shall attach a statement certifying that they qualify for the Alaska Bidder's Preference. See Section 2.14.

Attachment 2

PROPOSAL RESPONSIVENESS CHECKLIST
Hospital Inpatient and Outpatient Services
Anchorage, AK
RFP # 2014-2000-1870

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

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

Description	Checklist
Proposal (sealed) received by 2:30 p.m. June 5, 2013 in the office of the procurement officer	
Proposal includes 1 original plus 3 Copies (4 total copies)	
Table of Contents (sec. 6.02)	
Offeror Information & Assurance Form – signed & notarized (Attachment 4)	
Evidence of Alaska Business License (sec. 2.12, 6.03[b])	
Conflict of Interest Statement (sec. 1.17)	
Statement of Understanding of Work, Plan for Service, and Budget Narrative (addressing all of Sec. 5) (sec. 6.04[a]and[b])	
Experience and Qualifications (sec. 2.08, 6.04[c]) (include resumes and licenses)	
Cost Proposal Form (Sec. 6.05 and Attachment 1)	
Alaska Bidder Preference Certification (Section 2.14)	

Attachment 3

RFP RECEIPT ACKNOWLEDGMENT FORM

(Return to Procurement Officer listed in section 1.01 as soon as possible. This form does not commit the vendor in any way and all acknowledgements remain confidential during the procurement process)

Hospital Inpatient and Outpatient Services

Anchorage, AK

RFP # 2014-2000-1870

ISSUED

May 29, 2013

I have received the above specified RFP and

DO INTEND TO RESPOND WITH A PROPOSAL

DO NOT INTEND TO RESPOND WITH A PROPOSAL

* * * * *

AGENCY/INDIVIDUAL

Address:

Phone: _____

Fax: _____

Email: _____

SIGNATURE

DATE

Attachment 4

OFFEROR INFORMATION AND ASSURANCE FORM
Request for Proposals # 2014-2000-1870
Department of Corrections

Title: Hospital Inpatient and Outpatient Services
Location of Project: Anchorage, AK
Contract Projected to Begin: July 1, 2013
Contract Projected to End: December 31, 2016

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

B. Offeror's Address: _____

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

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

D. Alaska Business License Number: _____

E. Internal Revenue or Social Security Number: _____

F. Professional Registration Number (if applicable): _____

G. Recipient Contact Person: _____

H. Authorized Representative: _____

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

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

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

Date (Month, Day and Year)

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

NOTARY PUBLIC

My commission expires:

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

Attachment 5.a

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number		2. ASPS Number		3. Financial Coding		4. Agency Assigned Encumbrance Number	
5. Vendor Number		6. Project/Case Number			7. Alaska Business License Number		
This contract is between the State of Alaska,							
8. Department of				Division		hereafter the State, and	
9. Contractor							
hereafter the Contractor							
Mailing Address		Street or P.O. Box		City		State ZIP+4	
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the services to be performed by the contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____. ARTICLE 4. Considerations: 4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D. 4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:							
11. Department of				Attention: Division of			
Mailing Address				Attention:			
12. CONTRACTOR				14. CERTIFICATION I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.			
Name of Firm							
Signature of Authorized Representative			Date				
Typed or Printed Name of Authorized Representative							
Title							
13. CONTRACTING AGENCY				Signature of Head of Contracting Agency or Designee		Date	
Department/Division			Date				
Signature of Project Director				Typed or Printed Name			
Typed or Printed Name of Project Director				Title			
Title							

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

Attachment 5.b

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

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

Article 2. Inspection and Reports.

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

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

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

Article 5. Termination.

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

Article 6. No Assignment or Delegation.

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

Article 7. No Additional Work or Material.

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

Article 8. Independent Contractor.

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

Article 9. Payment of Taxes.

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

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

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

Article 12. Conflicting Provisions.

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

Article 13. Officials Not to Benefit.

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

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee. **BACK 02-093 (09/20/00)**

APPENDIX B2

INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum Acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

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

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

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

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

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

Attachment 6

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

Date: _____

Applicant Name: _____

Mailing Address: _____

Purpose of this check: _____

Date of Birth: _____ Social Security # : _____

Alaska driver's license #: _____

Other states applicant has resided in and the dates: _____

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

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

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

Clearance requested by (Contractor): _____

Address: _____ Phone: _____

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

Signature of applicant: _____ Date: _____

Contractor's signature: _____ Date: _____

* * * * *

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

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

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

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

Approved by: _____ Date: _____

Contract Oversight Officer/Superintendent,
Division of Institutions

Request Granted: _____ Request Denied: _____

Reason for denial: _____

DOC Staff Signature/Title: _____ Date: _____

PROPRIETARY / CONFIDENTIAL INFORMATION**SUMMARY FORM**

SECTION AND TITLE	PAGE No:	REASON(S) FOR WITHHOLDING FROM DISCLOSURE	Proc. Officer Approval

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

A= This page contains information relating to “trade secrets”, and “proprietary information” including processes, operations, style of work, or apparatus, identify, confidential statistical data, amount or source of any income.... of any person (or) partnership.

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

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

Attachment 8

STATE OF ALASKA DEPARTMENT OF CORRECTIONS POLICIES AND PROCEDURES

- Code of Ethical Professional Conduct, #202.01
- Standards of Conduct, #202.15
- P&P 807.02 Access to Health Care Services
- P&P 807.05 Use of Pharmaceutical Products
- P&P 807.06 Health Care Record
- P&P 807.07 Prisoner Responsibility for Health Care
- P&P 807.08 Informed Consent

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

- I. Authority
In accordance with 22 AAC 05.155, the Department will maintain a manual composed of policies and procedures established by the Commissioner to interpret and implement relevant sections of the Alaska Statutes and 22 AAC.
- II. References
Alaska Statutes
AS 18.80.200, AS 39.52.010-.960, AS 39.90.010-.150
Alaska Administrative Code
13 AAC 85.230
Standards for Adult Correctional Institutions, 4th Edition 2003
4-4069, 4-4070, 4-4120, 4-4391
Standards for Adult Local Detention Facilities, 3rd Edition 1991
3-ALDF-1C-23, 1C-24, 1G-07
Standards for Adult Probation and Parole Field Services 3rd edition 1998
3-3032, 3068, 3069, 3070
- III. Purpose
To establish uniform procedures within the Department for ethical and professional conduct of staff, contract employees, and volunteers.
- IV. Application
All staff, contract employees, and volunteers
- V. Definitions
Ethical
Conforming to a standard of what is right and good.
Professional
Behavior and conduct befitting a person employed in a position of public trust.
- VI. Policy
 - A. Every employee who, under the auspices of the Department of Corrections, is responsible for the custody, care, reformation, and supervision of offenders shall abide by the Alaska Police Standards Council Code of Ethics for Correctional, Probation, and Parole Officers.
 - B. This Policy applies to all employees who are directly responsible for the custody, care, reformation, and supervision of offenders, and all employees who supervise or manage the activities of such employees, and volunteers and contract personnel who perform such work.
- VII. Procedures
 - A. All employees, supervisors, and managers to whom this policy applies shall review and sign the Code of Ethical Professional Conduct for Employees Form 202.01A. Failure to do so may result in disciplinary action for employees.
 - B. A copy of the signed form will be maintained in the employee's permanent personnel file.
 - C. If employees, supervisors, or managers do not understand any portion of the Code, it is their responsibility to request clarification from their supervisors prior to signing the form.
 - D. Employees, including supervisors and managers, who violate the Code of Ethical Professional Conduct are subject to corrective or disciplinary action, up to and including dismissal.

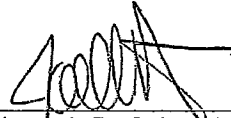
- E. All volunteers shall review and sign the Code of Ethical Professional Conduct for Volunteers Form 202.01B. A copy of the signed form will be retained by the Institutional Volunteer Supervisor.

VIII. Implementation

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

11/19/07

Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy

201.01A

202.01B

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

I. Authority

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

II. References

Alaska Statutes

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

Alaska Administrative Code

22 AAC 05.045, 05.060, 05.095, 05.196

Standards for Adult Correctional Institutions, 4th Edition 2003

4-4056, 4-4069,

Standards for Adult Local Detention Facilities, 3rd Edition 1991

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

Standards for Adult Probation and Parole Field Services

3-3053, 3-3068

III. Purpose

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

IV. Application

All employees.

V. Definitions

Professional

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

VI. Policy

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

VII. Procedures

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

A. General Provisions

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

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

B. Conflicts of Interest

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

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

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

4. Supervisors shall not use abusive or obscene language toward a subordinate nor shall subordinates use abusive language toward a supervisor.
 5. At no time shall a supervisor show undue favoritism to a subordinate. Undue favoritism is a conflict of interest with an employee's obligation to exercise fairness and professional judgment in the conduct of state business. Employees shall avoid participation in situations that may create undue favoritism.
 6. Dating, romancing, sexual relations, engaging in joint business or the ending of such relationships with a coworker shall not interfere with the performance of the employee's duties nor create a hostile workplace for coworkers.
- D. Relationships with Offenders and Family Members of Offenders
1. Brutality, physical violence, or verbal abuse of offenders by employees will not be permitted. Employees are authorized to use only that level of force necessary to control an offender or to enforce legitimate and legal commands as provided in the applicable use of force policy (See Policies 1208.09, "Use of Force Institutions", 1208.24, Use of Force Transportation " and 1209.01, "Use of Force by Division of Probation and Parole Officers.")
 2. Employees will not exchange special treatment or favors, or make threats to obtain information from offenders.
 3. Except as set out in 4. below, employees may not knowingly maintain social, sexual, business or financial associations with offenders or a member of the offender's immediate family. This includes, but is not limited to, telephone calls, letters, notes, or other communications outside the normal scope of employment. Business relationships do not include the purchase of merchandise or groceries from a legitimate retail outlet or the purchase of services from a legal business.
 - a. Employees shall not directly or indirectly give to, or accept from any offender or member of the offender's family anything in the nature of a gift or promise of a gift.
 - b. Employees shall not engage in any unauthorized game, contest, sport, or betting with any offender.
 - c. During the performance of their duties or while acting as representatives of the Department, employees may not sign any petition, letter, or recommendation to the courts or to representatives of the courts regarding leniency, pardon, probation, parole or any other form of criminal case disposition on behalf of an offender unless, (1) to do so is a requirement of his or her position or, (2) the employee has received authorization from the facility or office manager.
 4. In cases where a close personal relationship with an offender or offender's family member existed prior to the offender coming under the supervision of the Department, the employee shall notify the facility or office manager in writing immediately. The facility or office manager shall determine the appropriate parameters of the employee's conduct toward the offender or offender's family. It is understood that a transfer of one party may be the appropriate reaction to such circumstance and will not be considered disciplinary.
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5. Employees shall not discuss their personal life or another employee's personal life with offenders.
6. Employees shall not bring into or carry out of any Department facility any items for offenders. All items received or purchased from offenders or given to offenders will be through official sanctioned channels and will have prior approval of the office or facility manager. The introduction of any items of contraband onto the grounds of any secure facility is prohibited.

E. Illegal or Unethical Behavior

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

F. Reports and Investigations

1. Reports and logs submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false or improper information, nor shall they fail to include pertinent information known to them regarding the matter at issue.
2. Employees shall not convert to their own use, conceal, falsify, destroy, remove, tamper with, or withhold any property or evidence.
3. During the course of an official investigation, employees shall cooperate fully by providing all information they may have concerning the matter under investigation, unless the employee invokes their Fifth Amendment right in a criminal investigation. Full cooperation involves responding to all questions truthfully and completely, and providing a signed statement or affidavit if requested.

G. Public Statements and Disclosure of Information

1. All official statements for public release concerning the affairs of the Department must be authorized by the Commissioner, a Director, or designee.
 2. In any public statement, employees will clearly distinguish between those that are positions of the Department and those that are personal views. Employees are responsible for the accuracy of their statements.
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3. Employees shall not disclose confidential information (ranging from personal data concerning employees and offenders to information that would breach security or endanger any person) unless authorized in policy or having been directed to do so by the employee's Director or designee. Employees who receive such a request for information will refer the inquiring party to the officer or facility manager.
4. Employees are prohibited from accessing official records of any kind unless doing so is a part of the employee's job requirements.
5. Employees shall not remove any documents or other items from files or make copies of records or documents, except in accordance with established procedures or upon proper authorization. Employees shall not use, or release for use, official information for private purposes.
6. Former employees will be granted access only to Department information available to other members of the public, and will have no greater standing than members of the public.

H. Clothing and Uniforms

1. All employees shall report to work in clothing that is neat, clean, and in good repair. Uniforms shall be worn as required.
2. Whenever any employee is ordered to appear in court, they shall be punctual and be dressed in the appropriate uniform or business attire.
3. Uniforms or identifiable portions thereof are not to be worn outside working hours for recreational purposes, outside employment, in any business serving alcohol as a main source of income, or while purchasing or publicly consuming alcohol.

I. Egregious Misconduct

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

1. All Department employees are prohibited from engaging in:
 - a. Unlawful discrimination or harassment;
 - b. Dishonesty, including dishonesty during an investigation into misconduct alleged to have been committed by the employee or by the employee's coworkers;
 - c. Theft of state time or resources;
 - d. Gross disobedience or insubordination;
 - e. Use, possession or being under the influence of alcohol or any illegal controlled substance on departmental time or premises.
 - f. Physical assault or misconduct, abusive, or lewd behavior;
 - g. Abandonment of duties; and
 - h. Involvement in illegal activities, including but not limited to conviction of a felony or misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest), could adversely affect the employee's availability, ability, or fitness to perform the employee's duties, or adversely impacts the Department's ability to carry out its mission.
 2. Departmental employees are prohibited from:
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- a. Intentionally aiding or abetting on offender's escape or attempted escape;
 - b. Introducing contraband onto the grounds of a secure facility;
 - c. Using excessive force on an offender;
 - d. Engaging in undue familiarity, including but not limited to sexual contact, with an offender;
 - e. Intentionally or negligently endangering or breaching security, including releasing of confidential information when such release has the effect of endangering security;
 - f. Being involved in illegal activities, on or off duty, regardless of whether charged or convicted of a crime.
3. Egregious misconduct includes:
- a. Conviction of any felony; and
 - b. Conviction of a misdemeanor when the activity or offense giving rise to the conviction or the conviction itself (including a conviction based on a plea of no contest) adversely affects the employee's availability, ability or fitness to perform the employee's duties, or may adversely impact the Department's reputation or ability to carry out its mission. Misdemeanor convictions involving domestic violence (whether or not charged as a crime of domestic violence), DUI, refusal of chemical breath test, sexual assault or abuse, or the illegal possession, use, transport, transfer or sale of a controlled substance, by their nature may subject an employee to disciplinary action up to and including termination.

J. Responsibilities

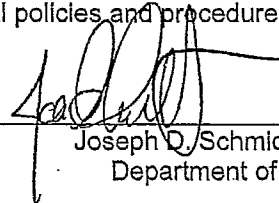
1. Directors shall ensure dissemination, posting, training, and enforcement of this policy.
2. Office and facility managers and supervisors shall ensure that all employees or persons from other agencies, whose assignment is primarily on the premises of departmental facilities or offices, have read, understand, and adhere to this policy. Failure of managers or supervisors to do so may result in discipline up to and including dismissal.
3. The Human Resources Office shall provide all new employees with a copy of this policy as part of the new employee information packet.
4. All employees shall sign the Certificate of Review and Compliance (Form 202.15A), which will be placed in the employee's permanent personnel record. If an employee does not understand any section of this policy, it is the employee's responsibility to obtain clarification from the employee's supervisor prior to signing the Certificate.
5. Any variance from this policy must have prior authorization from the Commissioner.

VIII. Implementation

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

12-26-07

Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable forms: 202.15A

	State of Alaska Department of Corrections Policies and Procedures	Index #:	807.02	Page 1 of 6	
		Effective:	12/30/09	Reviewed:	2009
		Distribution:	Public	Due for Rev:	12/11
	Chapter:	Medical and Health Care Services			
	Subject:	Access to Health Care Services			

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 33.30.011

AS 33.30.028

Alaska Administrative Code

7 AAC 27.005

22 AAC 05.005

22 AAC 05.120

22 AAC 05.121

22 AAC 05.122

22 AAC 05.485

Court Decisions

Rust v. State, 582 P.2d 134, modified on other grounds, 584 P.2d 38 (1978)

Standards for Adult Correctional Institutions; 4th Edition 2003

4-4258, 4261, 4344, 4347, 4348, 4350, 4351, 4353

Standards for Adult Local Detention Facilities; 3rd Edition 1991

3-ALDF-4E-01, 4E-06, 4E-10, 4E-30, 4E-33, 4E-35, 4E-39

III. Purpose

To establish uniform procedures within the Department for prisoner access to health care services.

IV. Application

All staff and prisoners.

V. Definitions

VI. Policy

A. The Department shall ensure that sentenced and unsentenced prisoners have access to medical, dental, and mental health care services comparable in quality to those available to the general public. The Department also shall ensure that special health care services are available to prisoners, contingent upon available resources. Prisoners in punitive and administrative segregation must receive the same access to health care as that provided to the general prison population.

B. Health care staff, other than a physician, dentist, psychiatrist, psychologist, optometrist, osteopath, podiatrist, physician assistant, or advanced nurse

practitioner, shall perform health care treatment per written orders of licensed practitioners or per nursing protocols as approved by the Health Care Administrator and Medical Director of Inmate Health.

- C. The Department shall use the most cost effective health care treatment to meet the prisoner's needs for essential and special health care services. The Department shall ensure that essential health care services are available from other sources if the services are not available within the institutions.
- D. The same quality of care will be provided to sentenced and unsentenced prisoners. As indicated in the Prisoner Health Plan (attachment A), a number of factors are related to the level of health care delivered. Among these is the "estimated date of release." This is important in a number of specific situations where the Department makes a decision not to provide a specific service. The reason may be due to an inability to follow through to completion on a particular intervention or treatment or the non-urgent nature of the request. Regardless of the prisoner's status, all essential and medically necessary care will be approved and delivered in a timely manner. In certain instances an unsentenced prisoner may be allowed access to community-based, selective medical services not provided by the Department, at the prisoner's own expense.

VII. Procedures

A. General

1. Information Regarding Health Care Services

A prisoner's orientation upon admission to an institution must include instructions for obtaining medical, dental, or mental health care services. See Policy 811.08, Prisoner Orientation. The Prisoner Handbook and Prisoner Health Plan (see Attachment A) also describe access to health care and the Department may post information in prisoner living areas. See Policy 809.01, Prisoner Handbook.

2. Non-Emergency Health Care

Prisoners should attend sick call (see Policy 807.11, Sick Call) or complete a Request for Medical Care, Form 807.02A, for non-emergency health care.

3. Emergency Health Care

Prisoners who need emergency health care, or any other person perceiving such a need, shall immediately notify institution staff. Staff shall call on-site medical staff and initiate first-aid. When on-site medical staff is not available, staff will notify the Shift Supervisor who will contact the on-call health care practitioner. In the case of extreme emergency (i.e., threat to life or limb) that cannot wait for medical consultation, the shift supervisor shall contact emergency medical services to arrange for appropriate transport for the prisoner. See Policy 1208.15, Transportation of Prisoners.

- a. Health care staff must prepare and submit to the Inmate Health Central Office a Prisoner Hospital Admission Form 807.05D when a prisoner is transported for emergency health care.

- b. The Superintendent or designee shall notify the appropriate military authority or the Federal Marshal's office of emergency actions taken for federal prisoners in the Department's custody.

4. Treatment Plans

A physician, dentist, or other health care practitioner shall develop a written treatment plan for each prisoner who needs special health care. The plan must include a statement of short and long term goals, specific courses of therapy, referrals to supportive and rehabilitative services when needed, and recommended travel arrangements, if the prisoner may need to be transferred in the future.

5. Elective Health Care

The Department need not provide prisoners with elective health care. Elective health care is those procedures that are not necessary for the maintenance of basic medical, mental, and oral health.

B. Essential Health Care Services

1. Essential Health Care

A prisoner has the right to receive essential health care services. Essential health care services include dental, psychological, psychiatric, or medical services when a health care provider, with reasonable medical certainty and exercising ordinary skill and care at the time of observation, concludes that:

- a. The prisoner's symptoms indicate a serious disease or injury;
- b. Treatment could cure or substantially alleviate the disease or injury; and
- c. The potential for harm if treatment is delayed or denied could be substantial; or
- d. Services are needed to alleviate significant pain and suffering, including: procedures necessary to aid in increasing the level of functioning throughout the prisoner's sentence, such as prosthetic devices; and health care needed to enable a prisoner to participate in or benefit from rehabilitative services. See Policy 807.15, Health Care Prosthetics.

2. Unusual or Costly Procedures

The Commissioner must approve any unusual or costly health care or dental procedures that go beyond essential health or dental care. The Commissioner has the discretion, after consulting with health care authorities, to disapprove health care or dental procedures for ailments that do not seriously threaten the prisoner's health or well being while in prison.

3. Mental Illness

A prisoner who suffers from a mental illness shall receive appropriate mental health treatment. See Policy 807.13, Mental Health Administration and Services.

C. Special Health Care Services

Special health care services include services for the prisoner's well being beyond those services received in everyday general practice. These services include:

1. Health Education

Each institution's health care unit shall have health education material available for prisoners upon request. The material must be the same or

similar to the material that volunteers and governmental agencies provide to the general public for free or at minimal cost. The Medical Director or designee must approve any material that the Department's health care staff produces for prisoners.

2. Hearing Services

The Department shall provide hearing aids and other hearing prosthesis for prisoners under Policy 807.15, Health Care Prosthetics.

3. Diagnostics

The Department shall provide health care screening, testing, diagnoses, and tests to prisoners for their special health care needs. See Policy 807.13, Mental Health Administration and Services; Policy 807.14, Health Examinations; and Policy 807.16, Involuntary Administration of Psychotropic Medication.

4. Maternity Care

a. The health care practitioner shall ensure that pregnant prisoners receive pre-natal, natal, and post-natal care. See also Policy 808.06, Requirements Relating to Female Prisoners. Health Care Staff shall provide special counseling to these prisoners.

b. The Department shall not provide medical services for any newborn child or children of prisoners.

5. Sterilization

The Department will not provide medical services to sterilize a prisoner. This does not preclude the delivery of essential medical care that may result in sterilization.

6. Contagious Diseases

a. Staff shall immediately report all suspected cases of contagious diseases to the on-site medical staff. The on-site medical staff shall report all cases and seek guidance for the assessment of contagious diseases reportable under 7 AAC 27.005 to the Section of Epidemiology, Division of Public Health, Department of Health and Social Services. The on-site medical staff shall work with the local public health authorities to treat and control the infected persons. The health care practitioner shall promptly inform the superintendent of contagious diseases that could affect other prisoners or staff.

(1) The Department shall follow guidelines published by the Centers for Disease Control of the U.S. Public Health Service for the institutional control of disease unless to do so would compromise the security appropriate for the affected prisoners.

(2) A health care practitioner may prescribe mandatory blood or tissue screening for prisoners to detect Hepatitis-B, syphilis, tuberculosis, or other contagious diseases.

b. The Department may isolate, transfer, or reclassify infected prisoners when necessary to prevent transmission of a contagious disease. See Policies 804.01, Administrative Segregation; and 750.01, Administrative Transfers.

- (1) Infected prisoners must receive periodic tests, health screenings, and physical examinations until health care staff determine that the prisoner's condition is arrested, cured, or non-communicable.

7. Communicable Diseases

A treating health care provider may authorize a prisoner to be placed in administrative segregation if the provider diagnoses or suspects the prisoner of having a communicable disease of public health concern and if the prisoner refuses treatment. An infected prisoner may be treated over his or her objection when public health concerns require immediate intervention to prevent spread of a communicable disease.

8. Detoxification

Health care practitioners shall supervise detoxification and withdrawal programs. The Department will not treat prisoners with Methadone for purposes of opiate withdrawal. However, all pregnant prisoners on Methadone or requiring Methadone for opiate withdrawal shall be treated under the direction of an on-site health care practitioner. In cases of prisoners receiving treatment with Methadone for pain control, a case-by-case review will be undertaken to ascertain the appropriateness of continued treatment.

D. Consultant or Specialist Services

The Department may use consultants and specialists as needed to provide health care services to prisoners as outpatients or through hospitalization. The health care practitioner, in coordination with the Superintendent, shall initiate referrals for special services and routine consultation services. The Medical Director must approve all non-emergency referrals.

1. Prisoner Health Care Referral Authorization

Health care staff and the Superintendent shall complete a Prisoner Health Care Referral Authorization, Form 807.02B, for each outside referral.

E. Prisoners in Punitive and Administrative Segregation

1. A health care staff member shall visit segregation units at least daily during routine rounds or while dispensing medication.
2. Health care staff shall evaluate and treat segregated prisoners in their cells or units unless sound medical judgment requires transfer of the prisoner to the clinic, an infirmary, or hospital. In that case, the Department must transfer the prisoner in a timely manner.
3. Health care staff shall record all segregation visits in the Segregation Log and all health care actions in the appropriate medical record. See Policy 1208.11, Permanent Record Logs. Health care staff shall report any problems with health care that they observe during their visits.
4. Security staff must immediately report emergency medical situations to the health care staff.

F. Prisoner Assistance

Prisoners may not participate in examining or treating patients. The health care practitioner and the Superintendent must approve any duties that a prisoner performs in the health care unit.

G. Health Care Expenses

The Department shall, when practical and if the prisoner is eligible, seek reimbursement of a prisoner's health care expenses from a third party (e.g., Veteran's Administration, Alaska Native Health Services Hospital, union health plan coverage, Medicare or Medicaid, major health care insurance coverage, or public assistance benefits). See Policy 807.07, Prisoner Responsibility for Health Care.

H. Outside Medical, Dental, or Vision Care

When approved by both the prisoner and DOC Medical Staff, a prisoner on furlough may obtain outside medical care at their own expense. Both forms 807.02C and 807.02E must be completed prior to any appointments being scheduled by the prisoner.

I. Health Care Services Complaints

The Department shall handle all prisoner complaints regarding health care services in accordance with Policy 808.03, Prisoner Grievances.

VIII. Implementation

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

12/30/09
Date


Joseph D. Schmidt, Commissioner
Department of Corrections

Applicable Forms to this Policy:

Attachment A: Prisoner Health Plan

807.02A

807.02B

807.02C

807.02D

807.02E

Policy

- A. The Alaska Department of Corrections institutes procedures to ensure that prescribed medications are medically necessary and are administered for no longer than the period of therapy intended by the prescribing health care practitioner.
- B. Facilities of the Department may maintain stock levels of drugs as necessary. Out-dated medications should be returned to the pharmacy for disposition.
- C. The Alaska Department of Corrections restricts the use and administration of controlled substances to the greatest extent possible within the confines of the sound practice of medicine and dentistry. All controlled substances are to be stringently secured and accounted for in accordance with Federal Drug Enforcement Agency regulations.
- D. The Department provides medications to prisoners in an ambulatory care setting in its institutions.

Procedures

A. Definitions. The following definitions apply to this policy:

1. Administering medication means the direct application of a drug to the body of a patient by injection, inhalation, ingestion, or other means. This process involves a staff member reading a prescription label, determining what dosage of the medication is to be administered per the health care practitioner's order, identifying the correct medication and correct dosage, identifying the prisoner, giving the prisoner the medication by the route prescribed, and documenting in the medical record that the medication has been given. A nurse, health care practitioner, or pharmacist may administer medication.
2. Adverse Drug Reaction is an effect, which is noxious, unintended, and unexpected and occurs from drug doses normally used for the diagnosis, prophylaxis, or treatment of a disease. These effects include unwarranted pharmacologic actions of a drug, excessive effects of the intended pharmacologic action of a drug, and allergic type reactions to a drug.
3. Authorized Stock Level is the pharmaceuticals and medical items authorized by the Pharmacy and Therapeutics Committee to be stocked in the pharmacy or an institution's medical unit.
4. Blister Pack/Card means a prescription-labeled, heat-sealed, clear plastic pop-out bubble unit medication container utilized by the Department to distribute individual prescriptions and to issue bulk medications to institutions' medical units.
5. Controlled Substance is any medication so defined by the Drug Enforcement Agency. These drugs are listed in Schedule V and Penalty Groups I through 4 of the Controlled Substances Act. The prescribing physician's or dentist's Drug Enforcement Administration (DRUG ENFORCEMENT AGENCY) registration number is required on the medication order.
6. Deliver or "delivery" means the actual, constructive, or attempted transfer of a drug or device from one person to another.
7. Device means an instrument, apparatus, implement, machine, contrivance, implant, or other similar or related article, including a component part or accessory, that is required under federal law to bear the label "Caution: Federal or state law requires dispensing by or on the order of a physician."

8. Dispense or "dispensing" means the preparation and delivery of a drug or device to a patient or patient's agent under a lawful order of a health care practitioner in a suitable container appropriately labeled for subsequent administration to, or use by, a patient; dispensing of medication is only done by a pharmacist or practitioner and does not occur when staff assist prisoners with self-medication.
9. Distribute means the delivery of a drug or device other than by administering or dispensing; when staff assist prisoners with self-medication, this is the distribution of medication.
10. Formulary is a list of medicines that the Departmental Pharmacy Therapeutics Committee determines should be routinely available for the treatment of prisoners.
11. Health Practitioner means a person licensed by the State of Alaska to prescribe legend drugs.
12. Labeling means the process of preparing and affixing a label to a drug container; it does not include, however, the labeling by a manufacturer, packer, or distributor of a nonprescription drug or commercially packed legend drug or device.
13. Legend Drug means any drug with a package or label that states "Caution - Federal Law Prohibits Dispensing Without Prescription."
14. Loose Pills means pills in unmarked containers that are not easily identified or verified. Staff must destroy these pills or return them to the pharmacy.
15. Medication Error occurs when during medication administration a prescription is administered more than one hour from ordered time, a patient is given a wrong dose, wrong drug, wrong route, or when medications are given to the wrong patient.
16. Med Line is a scheduled time at which routine prescribed medication is dispensed to prisoners from a medication cart.
17. Non-Formulary Prescription means any medication not listed on the Department formulary. The provision of these drugs is subject to the approval of the Medical Advisory Committee or the Pharmacy and Therapeutics Committee.
18. Over-the-counter Medications are medications that are not required by federal law to be dispensed under prescription by a health care practitioner.
19. Pharmaceutical means any medical substance, drug, or medicine, either prescription or "over-the-counter."
20. Prescription Medication means a drug that is required by an applicable federal or state law or regulation to be dispensed only under a prescription drug order or that is restricted to use by health care practitioners only or a drug that, under federal law, before being dispensed or delivered, is required to be labeled with either of the following statements: (A) "Caution: Federal law prohibits dispensing without prescription all pharmaceuticals identified by the Federal Drug Enforcement Administration (Drug Enforcement Agency) as controlled substances (schedule II, III, IV and V) and (B) Federal Caution or Legend Drugs (antibiotics, steroids, etc)
21. Prescription Drug Order means a lawful order of a health care practitioner for a drug or device for a specific patient.

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22. Self-Administered Medication means the process by which a prisoner takes his/her own medication based upon his/her own understanding of the prescribing information. This is also denoted as Self-Medication.
23. Self-Medication Keep On Person (SM-KOP) is the practice whereby properly-labeled blister packs/cards of medication are periodically issued to a prisoner by medical staff with the prisoner being responsible for storing and self-administering the medication.
24. Self-Medication Med-Line (SM-ML) is self-medication that occurs at a med-line with assistance from a Correctional Officer trained to assist in SM-ML.
25. Self-Medication Stored by Security (SM-SS) is the practice whereby properly-labeled blister packs/cards of medication are issued to a prisoner by medical staff; in order to minimize security risks and enhance prisoner safety, however, the prisoner's medication property is stored by the security staff and made accessible to the prisoner when it is time to take the medication.
26. Telehealth means the provisions of health care utilizing telecommunication equipment. Generally this equipment facilitates live audio-video conferencing.
- ~~27. Telenursing means the provision of telehealth functions by a nurse.~~

B. Pharmacy Organization and Operation

1. The Department will provide pharmacy services in accordance with state licensure laws, regulations and rules and the Federal Controlled Substances Act.
2. A registered pharmacist manages the Department's pharmaceutical services. The pharmacist must have a State of Alaska pharmacist license. The pharmacy must have a Controlled Substances Registration Certificate issued by the Federal Drug Enforcement Administration for the purchase and dispensing of controlled substances.
3. Security and storage of pharmaceuticals in the Pharmacy must be conducted in accordance with the following procedures:
 - a. only the pharmacist may have keys to the pharmacy and the combination to the vault where controlled substances are stored;
 - b. the pharmacist shall seal a duplicate set of pharmacy keys and the combination to the vault in an envelope, clearly mark the envelope as to contents, and keep them in a safe place, separate from the pharmacy, as designated by the Health Care Administrator; and
 - c. the pharmacist shall activate a movement or intruder alarm when the pharmacy is closed.
4. Pharmacy staff shall label each container of prescription medications. The container for legend drugs must be labeled with the following information:
 - a. prescription number and date of prescription;
 - b. prescribing health care practitioner and initials of pharmacist;
 - c. name of prisoner/patient;
 - d. instructions for use;
 - e. name and strength of drug;
 - f. expiration date; and

- g. ordered method for distribution (i.e. Medical Staff Administered Medication (MSAM), Self-Medication - Keep on Person (SM-KOP), Self-Medication - Stored by security (SM-SS), or Self-Medication - Med Line (SM-ML))
- 5. Pharmacy and Therapeutics Committee. The Health Care Administrator shall maintain a Pharmacy and Therapeutics Committee to oversee pharmaceutical practices. The Pharmacy and Therapeutics Committee shall consist of members of the Medical Advisory Committee, the Chief Pharmacist, and institutional health care representatives. This committee shall meet at least quarterly, keep recorded minutes, and perform specific functions, including:
 - a. advising medical staff and the pharmacist on matters concerning the choice of drugs;
 - b. determining drugs to be stocked on nursing units, in emergency boxes, and at other approved locations;
 - c. developing and maintaining a department formulary for prescription and non-prescription (over-the-counter) drugs, and considering requests from DOC health care practitioners submitted on a Request to Use Non-Formulary Drug Form 807.05E for additions to the formulary.
 - d. reviewing the prescription of drugs not on the formulary list; and
 - e. monitoring medication errors and monitoring adverse drug reactions.

C. Ordering and Prescribing Medications

- 1. Staff shall order all pharmaceuticals through the Department of Corrections pharmacy except when delay could lead to physical harm or inappropriate treatment to a patient.
- 2. Only a DOC medical contractor or employee health practitioner may prescribe prescription medications for prisoners in DOC custody (except as set out in 807.05D.(10)(A)(3) below. The prescribing health care practitioner must record and sign all medication orders on the Prescription Form 807.05C, except as noted in C3 below and in the Health Care Progress Note (Form 807.06A). Unless indicated otherwise, the order will take effect when the medication has been dispensed and properly labeled by the pharmacy or by a health care practitioner, or when qualified medical staff can administer the medication from stock medications. All medication orders must include:
 - a. date;
 - b. prisoner name;
 - c. name of prescribing health care practitioner;
 - d. name of the medication;
 - e. the exact number of doses to be administered;
 - f. the number of days for administration of medication;
 - g. the stop date of the order; and
 - h. the method of distribution of the medication.
 - (1) If self-medication is authorized in the order, the order must specify the method of self-medication (Self-Medication Keep On Person, Self-Medication Security-Stored, or Self-Medication Med-Line). This authorization indicates that in the opinion of the health care practitioner the prisoner is capable of self-administering medication, the prisoner is aware of how to take the medication, and he/she knows to report any significant side effects to medical staff

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3. A nurse may take oral or telephone orders from a DOC Health Practitioner if the nurse can verify the identity of the health care practitioner. The nurse must write the order in the prisoner's medical record as described above and note "V/O" for a verbal order or "T/O" for a telephone order. The prescribing practitioner must sign the order or follow-up with a faxed order the next duty day.
4. Health care practitioners shall routinely utilize drugs that are available on the Alaska DOC formulary. If a consulting health care practitioner outside the Department recommends a non-formulary drug, the Institutional Health Care Officer should contact the health care practitioner to determine if a drug on the formulary is acceptable. If the consulting health care practitioner indicates that there are no acceptable alternatives on the formulary, the Institutional Health Care Officer shall complete a Request to use Non Formulary Drug, Form 807.05E.
5. A health care practitioner must review all prescription orders every 90 days or prior to prescription renewal.
6. Use of drugs not on the Department of Corrections formulary:
 - a. The Alaska Department of Corrections provides prisoners with non-formulary drugs as deemed necessary by the treating health care practitioner subject to review by the Clinical Director or health care practitioner designee.
 - b. Non-formulary drugs may be obtained as follows:
 - (1) The prescribing health care practitioner shall document in the prisoner's health record that the prisoner needs the particular drug.
 - (2) The prescribing health care practitioner, or IHCO, shall submit a completed Request to use Non-Formulary Drug Form, 807.05E, to the Pharmacist. The form must be completed in its entirety. The Pharmacist will either fill the non-formulary request, contact the prescriber to suggest a formulary drug substitution, or refer the request to the Clinical Director or health care practitioner designee for a final determination.
 - (3) The Clinical Director or designee shall review the request in a timely manner and make a determination to approve the non-formulary request or to deny the request. If the request is denied, the prescribing health care practitioner shall select a medication that is on the formulary to use in the treatment of the prisoner.

D. Distribution of Medications

1. DOC will distribute medications to prisoners utilizing a variety of different methods as authorized by the Institutional Health Care Officer. The purpose of having a variety of methods of medication distribution is to permit the health care practitioner in each facility to utilize distribution options that suit the particular prisoner and the facility staffing and structure, while also promoting a more active role for the prisoner in his/her medical care. The prescribing health care practitioner or IHCO shall determine which method is the most appropriate for each prisoner. Medications authorized for any self-medication program may be distributed by the SM-ML method if they were authorized for SM-KOP or SM-SS. Medications authorized for SM-KOP may also be distributed by the SM-SS method if KOP is not approved in the prisoner's housing area.
2. The IHCO may not approve any prisoner's participation in a self-medication program if the superintendent or designee has made a determination that security constraints prohibit that prisoner or all prisoners from participating in the self-medication program. The superintendent or designee shall notify the IHCO in writing of any such determinations. It is not necessary for the IHCO to routinely clear authorizations for self-medication through security. Medical Staff Administered Medications will be utilized if no Self-Medication program is appropriate for a prisoner.

3. Prescriptions written by DOC health care practitioners must specify which method is to be used in the distribution of the medication. Available methods include: Medical Staff Administered Medication (MSAM), Self-Medication Keep On Person (SM-KOP), Self-Medication Stored by Security (SM-SS), and Self-Medication Med-Line (SM-ML).
4. MSAM consists of medical staff administering medication to prisoners. MSAM normally occurs at med-line. SM-KOP consists of properly-labeled blister packs/cards of medication being periodically issued to prisoners by nursing staff with the prisoner being responsible for storing and self-administering the medication. SM-SS is similar to SM-KOP except that, in order to minimize security risks and enhance prisoner safety, the prisoner's medication property is stored by the security staff. Prisoners taking medications under the SM-SS method are to self-administer their medication as prescribed but must go to the security staff to get their medication container each time a dosage is due. The SM-ML method is utilized in place of the MSAM method when authorized by the health care practitioner for times when no qualified medical staff is available. SM-ML is self-medication that occurs at the med-line with assistance from a Correctional Officer trained to assist in SM-ML in accordance with the SM-ML protocol.
 - a. Correctional officers who have completed training approved by the clinical director may assist a prisoner with Self-Medication if the prisoner is authorized by the prescribing health care practitioner to self-administer medication using the Self-Medication Stored by Security or Self-Medication Med-Line protocol (Inmate Self-Medication protocols attached).
 - b. Correctional officers may assist prisoners with self-medication, but may not administer prescription medication.
 - c. In institutions where correctional officers assist prisoners with self-medication, training for officers performing this task must be completed at least annually. The clinical director must approve this training curriculum. Documentation of the training must be forwarded to the DOC Training Academy.
5. Distribution of Over-the-Counter Medications
 - a. If a DOC practitioner determines that an over-the-counter medication is required to treat a prisoner within the guidelines of essential health care, the Pharmacy shall provide that medication if it is on the formulary.
 - b. Prisoners may obtain a variety of common over-the-counter medications by ordering them from the institutional commissary.
 - c. Only authorized medical personnel may order over-the-counter medication from the Pharmacy.
6. Medical Staff Administered Medication (MSAM)
 - a. DOC medical staff shall identify the prisoner before giving medication to ensure that the proper person receives the medication.
 - b. Only qualified medical staff may administer the medication to the prisoner. A prisoner may not self-administer medication with this method of medication distribution.
 - c. Immediately after administering medication at the institution, and prior to administering to another prisoner, medical staff must document the administering of each dose, as well as the date and time of administration, and initial the Medication Administration Chart (form 807.05A). If a prisoner refuses to take a prescribed medication, staff must record this on the Medication Administration chart and notify the prescribing health care practitioner. This chart shall become part of the prisoner's medical record.

- d. Medical staff shall directly observe a prisoner while he or she is taking medication to ensure that the medication is being taken.
7. Self-Medication Keep On Person (SM-KOP)
- a. Blister packs/cards for SM-KOP must be labeled as SM-KOP along with the standard prescription labeling information.
 - b. Each medication prescribed for a prisoner must be specifically ordered for SM-KOP in order to be administered as such.
 - c. In some cases, there will be prisoners who take some of their medications SM-KOP while taking others by another method of distribution due to the type of medication or a specific concern of the health care practitioner.
 - d. SM-KOP medication distribution will be handled according to the Inmate Health "Self-Medication Keep On Person Protocol." No medications may be distributed via the SM-KOP method if prohibited by the Inmate Health SM-KOP Protocol. See attached protocol.
 - e. With the approval of the Health Care Administrator and Superintendent, the Institutional Health Care Officer may develop standard operating procedures consistent with the Inmate Health "Self-Medication Keep On Person Protocol" to clarify more specifically the protocol for SM-KOP in their particular institution. The institution's Standard Operating Procedure for SM-KOP must be approved by the Health Care Administrator before implementation.
8. Self-Medication Stored by Security (SM-SS)
- a. Blister packs/cards for SM-SS must be labeled as SM-SS along with the standard prescription labeling information.
 - b. Each medication prescribed for a prisoner must be specifically ordered for SM-SS in order to be distributed as such.
 - c. In facilities where security constraints make it reasonable to allow prisoners to access their medication property as needed, the health care practitioner may order SM-SS for "PRN" (take as needed) medications, but in other facilities this practice should be avoided. If the medication is ordered as PRN, the prisoner may take the PRN medication based upon his/her own assessment that he/she is following the prescribing health care practitioner's guidelines. Medical staff shall periodically monitor the use of PRN medications and the prescribing health care practitioner shall review any apparent misuse.
 - d. Some prisoners may have some medications that they take SM-SS and others that they receive by the MSAM method or by the SM-KOP method, due to the type of medication or a specific concern of the health care practitioner.
 - e. SM-SS medication distribution must be handled according to the Inmate Health "Self-Medication Stored by Security Protocol." No medications may be distributed via the SM-SS method if prohibited by the Inmate Health SM-SS protocol. See attached protocol.
 - f. Upon approval of the Health Care Administrator and Superintendent, the Institutional Health Care Officer may develop operating procedures consistent with the Inmate Health "Self-Medication Stored by Security Protocol" to clarify more specifically the protocol for SM-SS in their particular institution. The institution's Standard Operating Procedure for SM-SS must be approved by the Health Care Administrator before implementation.
9. Self-Medication Med-Line (SM-ML)

- a. Self-Medication Med-Line (SM-ML) is a type of self-medication in which a prisoner self-administers medication at med-line with the assistance of a Correctional Officer. These prisoners will be administered their medication by medical staff if on duty rather than self medicating. The prescribing health care practitioner may authorize this form of medication distribution upon concluding that the prisoner is capable of self-administering medication. When medical staff is not present in the facility, a trained officer shall hold med-line at specified times. The officer may not administer medications, but shall instead assist the prisoner with self-medication.
- b. The officer shall identify the prisoner and hand the prisoner his/her pharmacy labeled medication containers. The prisoner shall take the appropriate medication out of the medication container. The officer must observe the prisoner properly taking the medication. The officer shall write the letter "S" to indicate self-medication in the appropriate box of the Medication Administration Chart (or the Remand Medication Form 807.05I) for each medication taken. If the prisoner refuses to take the medication, the officer shall draw a circle around the "S" to indicate that the prisoner did not take his/her medication. The officer shall then return the medication to the storage area in the medication cart. Any problems must be reported to medical staff.
- c. In facilities where security constraints make it reasonable to allow prisoners to access their medication property as needed, the health care practitioner may order SM-ML for "PRN" (take as needed) medications, but in other facilities this practice should be avoided. If the medication is ordered as PRN, the prisoner may take the PRN medication based upon his/her own assessment that he/she is following the prescribing health care practitioner's guidelines. The officer shall write the letter "S" to indicate self-medication in the appropriate box of the PRN section of the Medication Administration Chart (or the Remand Medication Form) for each medication taken. Any problems must be reported to medical staff. Medical staff shall periodically monitor the use of PRN medications and the prescribing health care practitioner shall review any apparent misuse.
- d. Oral liquid medications and injections may not be distributed by the SM-ML method. In the case of diabetics on insulin who are approved for the self-administration of insulin, the Self-Medication Stored by Security method may be used.
- e. Controlled substances in blister cards must have a red "C" stamped in the upper left corner. Only controlled substance blister cards that are stamped with "SM-ML" may be accessible to officers assisting with SM-ML. A prisoner or security staff shall initial the Medication Administration Chart form (807.05 A) for each self-administered dosage. Additionally, a count sheet showing a descending count must be attached to each blister card containing controlled substances. Both the prisoner and security staff shall initial on the appropriate line on the count sheet acknowledging the descending count.
- f. In the event that a medication is ordered that has not been approved for self-medication, if no qualified medical staff is available to administer the medication, then either a nurse or the IHCO must be called in to the facility to administer the medication.
- g. SM-ML medication distribution must be handled according to the Inmate Health "Self-Medication Med-Line Protocol." No medications may be distributed via the SM-ML method if prohibited by the Inmate Health SM-ML protocol.
- h. Upon approval of the Health Care Administrator and Superintendent, the Institutional Health Care Officer may develop operating procedures consistent with the Inmate Health "Self-Medication Med-Line Protocol" to clarify more specifically the protocol for SM-ML in their particular institution. The institution's Standard Operating Procedure for SM-ML must be approved by the Health Care Administrator before implementation.

10. Remands on Prescribed Medications

- a. Staff shall follow the procedures below if prisoners have their own prescription medications in their possession upon remand:
 - (1) All prescription drugs brought into Alaska DOC facilities must be surrendered to staff in order to assess the medication needs of the patient. Prisoners' own medication must be stored in the medical unit rather than in the prisoners' property.
 - (2) Medical staff shall verify that the medication is current, review the quantity compared to the prescription date and prescribing information, and examine the medication to ensure that other medications are not present in the container.
 - (3) A prisoner's personal properly-labeled medication may in some circumstances be temporarily continued by the prisoner utilizing the SM-ML method of distribution without a DOC practitioner's order. This may only be done if health care staff is on duty and have reviewed the medication. If nursing staff reviewing the medication have any questions regarding the appropriateness of the medication, then the health care practitioner on call for the facility must be promptly contacted for direction. If the health care practitioner determines that the medication is not necessary to continue at this time, the prisoner may not take his/her personal medication while in DOC custody. Pending a DOC practitioner's order, when a prisoner receives his/her own personal medications, the recording of doses taken by the prisoner must be kept on the Remand Medication Form (807.05I).
- b. If the prisoner did not bring medication to the facility at remand, then health care staff shall attempt to verify the prescription when the prisoner reports he/she is on prescription medication. If verified, the IHCO or on call health care practitioner must be notified prior to the next scheduled dose.
- c. If no medical staff is on duty and a prisoner indicates that he has medication that must be taken before health care staff is scheduled to be on site, whether the prisoner brought his or her medication or not, the correctional officer shall inform the telenurse who shall attempt to verify the prescription and may conduct a telehealth screening. The prisoner's personal medications may not be used until on-site medical staff has identified the medication. If the prescription is verified, the IHCO or on call health care practitioner must be notified for directions or orders prior to the next scheduled dose. If medication must be taken before medical staff is on duty, then the health care practitioner shall arrange for health care staff to come into the facility, arrange for medication to be brought into the facility, or refer the prisoner to the emergency room.
- d. Upon a DOC health practitioner's order, the medication shall be obtained from the Department pharmacy in a blister pack/card and staff must start the prisoner on the medications. The prisoner's personal medications must be placed in a secure place in the medical department. Unidentified loose pills must be sent to the Pharmacy for destruction.

11. Controlled Substances

- a. Only a properly authorized health care practitioner with a DRUG ENFORCEMENT AGENCY (DEA) number may write prescriptions for controlled substances. All orders for Schedule II Controlled Substances must be for a specific patient and the original prescription must be forwarded to the pharmacy as soon as possible. The orders automatically must be discontinued after 72 hours, except as described below.
 - (1) Exceptions to Automatic Stop Orders are:
 - (a) The order indicates the exact number of doses to be administered; or

- (b) An exact period of time for administration of medication is specified in the initial order.
- b. Medical Staff at an institution must record the receipt of all controlled substances on form 807.05D. This includes medications to be prescribed for a prisoner or assigned to stock.
 - c. The medical unit must secure all medications. The unit must store stock controlled substances in a secure, double-locked safe or cabinet, access to which is limited to medical staff.
 - d. Medical staff at an institution shall return unused controlled medications, controlled substance inventory sheets, and empty cards to the pharmacy with the Returned Controlled Substance Form 807.05H. The pharmacist shall record the receipt on the Returned Controlled Substance Form 807.05H and the Controlled Substance Inventory Sheet 807.05B. Unused controlled substances must be verified against the Controlled Substance Inventory Sheet, 807.05B, by the pharmacy staff. All returned Schedule II drugs must be put in the safe in the pharmacy.
 - e. Correctional officers may assist a prisoner with self-medication of controlled substances in properly labeled blister pack/card. The correctional officer and the prisoner shall document the process. The correctional officer and prisoner shall jointly sign out for each dose the prisoner self-administers while at the same time keeping a running count of the remaining dosages of the controlled substance in the prisoner's blister card or other medication container. This documentation will occur on the Dispensed Controlled Substances Accounting Form 807.05G, attached to the back of the prisoner's blister pack/card.
 - f. The Department will maintain a complete record and inventory of controlled substances and related equipment as follows:
 - (1) All controlled substances must be clearly marked on their containers with a capital C followed by a Roman numeral indicating Schedule I, II, III, IV, or V as appropriate (e.g., CII). Dispensed controlled substances in prisoner-specific labeled blister packs/cards must be marked with a red C on the package.
 - (2) On-site medical personnel at each shift change shall inventory stock controlled substances, if any, and related equipment items and note the correct count by signing their name to the Controlled Substance Inventory Sheet (form 807.05B) on each item. This count is to be performed by two individuals. Dispensed controlled substances in a prisoner-specific labeled blister pack/card must be accounted for at the time of each dosage given by the staff and the prisoner (or two staff in the event that a prisoner cannot or will not sign) cosigning the Dispensed Controlled Substances Accounting Form, 807.05G, attached to the back of the blister pack/card for each dose along with the descending count. In the event there is a discrepancy in the count, off-going staff must report the discrepancy immediately to their supervisor or to the on-call health care practitioner before leaving the facility.
 - (3) Medical personnel at each facility shall submit a controlled substance inventory to the pharmacy on the first and fifteenth of each month. The inventory must include the name of the medication and the Rx number for all controlled substance containers in the facility.
 - g. Controlled substances may be transferred from one facility to another when a prisoner is transferred and the drug is not currently in stock at the receiving facility. Medical personnel transferring the prisoner will complete the Transfer of Controlled Substances, Form 807.05K. The form must be faxed to the pharmacy and to the receiving facility. When the medication arrives at the receiving facility, medical staff will complete the form and fax a copy to the transferring facility and to the pharmacy.

12. Medical Errors/Drug Reactions

Medical staff must immediately report medication errors or adverse drug reactions that require any type of medical intervention to the on-call health care practitioner and complete a Medical Incident Report 807.05D prior to the end of the shift during which the incident occurred, or during the shift when staff become aware of the error or drug reaction. The Medical Incident Report must be sent to the Health Care Administrator or designee at Central Office. Institutional health care staff shall document in the chart and inform the pharmacy of any adverse drug reactions experienced by prisoners for whom they prescribe medication.

13. Medications Provided Upon Release

- a. It is the prisoner's responsibility to inform medical staff of his or her pending release. If a prisoner is released without prior notice, the health practitioner may write or phone in a prescription to a pharmacy of the prisoner's choice.
- b. Only essential medications may be provided to a prisoner upon release. Prisoners may be given a one-week supply of the following essential medications: anticonvulsants, antibiotics, antivirals, antituberculosis agents, psychotropics, cardiovascular agents, asthma medications oral diabetic agents or medications recently started for an acute condition. If necessary, a two-week supply of psychotropic medications may be given to mentally ill prisoners. For prisoners on birth control medications, the remainder of the medication/package may be given upon release.
- c. If the medication provided upon release is not in a childproof container, the prisoner must sign a Release Medication Waiver Log, Form 807.05J.
- d. If an IHCO determines that a prisoner needs a discharge medication that is not listed in 13(b) above, or for a period longer than stated above, he/she should complete a non-formulary request.
- e. Health care practitioners may not issue over-the-counter medications to prisoners upon release.
- f. If personal medications are taken to a CRC, CRC staff shall ensure that the medications are given to the prisoner upon release. Medical staff shall ensure that the medications and labels are consistent with current medication orders. Any discrepancy must be referred to the IHCO to determine a plan to resolve the discrepancy.

14. Handling and Packaging Medications

- a. The Institutional Health Care Officer is responsible for devising procedures that ensure the security of pharmaceuticals. These procedures must be submitted to the Superintendent and the Pharmacist for approval.
- b. Staff must return all ordered but unused prescription medications to the pharmacy. Staff must also return controlled substances with the Controlled Substance Inventory Sheet (form 807.05B) or the empty blister pack/card with the Returned Controlled Substances Form, 807.05G.
- c. The label of any legend drug may not be changed except by a pharmacist or health care practitioner.
- d. Only the pharmacist may destroy unused medications. Controlled substances must be destroyed at an incinerator approved by the Environmental Protection Agency as directed by DEA procedure.
- e. A prisoner participating in a self-medication program may put his/her own medication in a plastic divi-dose or other container for his/her convenience if so ordered by the prescribing health care practitioner.

15. Stock of Medications.

- a. Each institution's medical unit shall stock a minimal amount of medications to use when pharmacy service is unavailable. Stock pharmaceuticals are to be ordered on the pharmacy-provided stock ordering form. Only medical personnel may take medication from stock and administer it upon a health care practitioner's order.
- b. Each container of stock medication must be labeled with the medication name, expiration date, and number of dosage units in the container.

1-18-01

Date

William Worrall MD

William Worrall MD

Department of Corrections

January 18, 2001

Date

Margaret M. Pugh

Margaret M. Pugh, Commissioner

Department of Corrections

Authority:

22 AAC 05.120

22 AAC 05.122

Applicable Forms:

807.05A - K

807.06A

	State of Alaska Department of Corrections Policies and Procedures	Index #: 807.06	Page 1 of 16
		Effective: 6/26/07	Reviewed:
		Distribution: Public	Due for Rev: 6/09
	Chapter: Medical and Health Care Services		
	Subject: Health Care Record		

I. Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual comprised 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 08.02.040, AS 18.05.042, AS 18.08.087, AS 18.23.010, AS 47.30.845, AS 47.30.850

Alaska Administrative Code

7 AAC 27.005, 7 AAC 27.890

Standards for Adult Correctional Institutions; 4th Edition 2003

4-4413, 4-4414, 4-4415

Standards for Adult Local Detention Facilities; 3rd Edition 1991

3-ALDF-4E-46, 3-ALDF-4E-47, 3-ALDF-4E-48

III. Purpose

To establish uniform procedures within the Department for recording, management, and maintenance of prisoner personal health information.

IV. Application

To all staff and prisoner population.

V. Definitions

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

A. Responsible Health Authority

The individual responsible for all levels of health care, including providing quality, accessible health services to all inmates.

B. Health Care Personnel

The individuals responsible for medical, dental, and mental health services in an institution; may be full time, part time or contractual employees.

C. Institutional Health Care Officer (IHCO)

The Institutional Health Care Officer is typically a mid-level practitioner such as a Physician Assistant or Advanced Nurse Practitioner. The IHCO is responsible for the delivery of health care at their specific institution.

D. Health Care Record

An individual medical and health care record is opened for each person remanded or committed to the custody of the Department, pre-trial, unsentenced or sentenced; including all records pertaining to medical study or practice, based

on active treatment and observation of a prisoner. The health care record is separate from the prisoner case record opened and maintained in accordance with 602.01 "Prisoner Case Record Management". A health care record for each individual prisoner may be:

1. Open

An individual health care record is initiated when an individual is committed to, or otherwise comes under the jurisdiction of, the Department, which remains active, available, and on-site for review so long as the individual subject of the record is under the health care responsibility of the Department. The health care record repository is the in-state institution having jurisdiction over the prisoner.

2. Inactive

An individual health care record, which is an open file in accordance with 1. above, except that the prisoner has been transferred to an out-of-state contract facility in accordance with 750.02 "Out-of State-Transfers." The health record repository is the Anchorage Correctional Complex-East Health Information Office.

An individual health care record, which is an open file in accordance with 1. above, except the subject of the record is under community corrections supervision and the health care record repository is the Anchorage Correctional Complex-East Health Information Office.

3. Closed

An individual health care record that is closed is subject to storage by virtue that the jurisdiction of the Department has ended and/or that the subject of the record has satisfied all conditions of the jurisdiction. The health care record repository is the Anchorage Correctional Complex-East Health Information Office.

E. Disclosure

The release, transfer, provision of access to, or divulging in any other manner of information outside the Department of Corrections Medical Unit.

F. Individually Identifiable Health Information

Information that is a subset of health information, including demographic information collected from an individual, and:

1. Is created or received by a health care provider; and
2. Relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; and
 - a. Identifies the individual; or
 - b. There is a reasonable basis to believe the information can be used to identify the individual.

G. Protected Health Information

Individually identifiable health information, that is:

1. Transmitted by electronic media; or
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2. Transmitted or maintained in any other form or medium.

H. Bona Fide Medical Emergency

A health care situation which requires immediate action to preserve life or bodily functions.

I. PHI

Protected health information or personal health information.

J. HIPAA

National standards to protect the privacy of personal health information.

VI. Policy

- A. A distinct Health Care Record will be maintained for each prisoner to accurately document all health care services provided, or not provided when refused, throughout the prisoner's entire period of incarceration. These records will be maintained in accordance with Departmental policies, and state and federal regulations relating to security and privacy, and will be retained at the holding institution until a prisoner is released or transferred.
- B. All prisoner health care records are the property of the State of Alaska. The information contained in the record is confidential in nature and will not be released outside the Department without the specific approval of the individual concerned, utilizing a properly executed Authorization for Release of Personal Medical Information in compliance with HIPAA regulations.
- C. Department Health Care Personnel will ensure that all health care encounters with prisoners, including sick call appearances, are recorded within the Health Care Record. All entries in the Health Care Record will be entered in black or blue ink, or typed; and signed and dated by appropriate health care personnel or treatment staff.
- D. Health care records from prior incarcerations will be retrieved from the Anchorage Correctional Complex-East Health Information Office and incorporated into the open file when available.

VII. Procedures

A. Initiation of the Record

- 1. Each Responsible Health Authority shall establish and monitor procedures to ensure that an individual health care record file is opened and maintained on each prisoner admitted to an institution. This record must contain all relevant documentation and information concerning the physical and mental health of the prisoner.
 - 2. A prisoner health care record must be opened at the time of initial prisoner commitment. The designated Responsible Health Authority shall be responsible for maintaining the prisoner health care record. The health care file will be maintained at the holding institution.
 - 3. Health Care Record Folder
 - a. The authorized health care records file folder is an off-the-shelf, 8-part Presstex-type folder, letter size.
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- b. The file folder will be labeled on the tab with the prisoner's name (last name first), date of birth, and offender number.
 - c. All allergies will be noted on the front of the file folder using special (red allergy) labels. No other health care information (i.e. diagnosis, infectious disease status) should be placed on the front of the file folder.
4. The eight sections of the health care record file folder will be distinguished as follows:
- a. Section one (inside front cover) — Part A:
 - (1) Problem list / Form 807.06B (Always on top / DO NOT FOLD OVER)
 - (2) Medical Summary for Prisoner Transfer/ Form 807.14E
 - (3) Health Inquiry of Received Prisoner / Form 807.14E
 - (4) Criminal Remand Screening (1 thru 3) / Form 807.14A
 - (5) Title 47 Remand Screening (1 thru 3) / Form 807.14B
 - (6) Physical Exam/Health History (1 thru 3) / Form 807.14D
 - b. Section one — Part B:
 - (1) Prenatals
 - c. Section one — Part C:
 - (1) Special Orders (i.e. Diets, Kitchen Clearance Forms, Orders for Bottom Bunk, Snack at Bedtime, Medical Restrictions, Blue or Pink Card Copies, etc.)
 - (2) Inmate Tuberculosis and PPD History / Form 807.14F
 - (3) Informed Consent to Treat/Operate / Form 807.08A
 - (4) Informed Waiver of Medical Treatment / Form 807.08B
 - (5) All consents
 - d. Section one — Part D:
 - (1) Original Authorization for Release of Personal Information / Form 807.06H Original Release of Information Form Only
 - (2) (Information requested from DOC from another medical entity, Attorney, Disability Determination, etc.) See section six regarding information DOC has requested from another entity.

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 - e. Section two — Part A:
 - (1) Progress Notes – Medical & Mental Health / Form 807.06A
 - (2) Nursing Protocols
 - (3) Medical Segregation Unit Discharge
 - (4) Refusals of Treatment
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(5) Refusals to Be Seen

f. Section two-Part B:

(1) Vital Signs
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g. Section three:

(1) Lab (All state lab reports need to be mounted separately with tape; no staples)

(2) X-Ray Reports

(3) EKGs

(4) Scans, etc.

(5) Hearing Evaluations, etc.

(6) Other Diagnostic Testing Reports done in the institution.

*****Note: Only diagnostics done in the institution will be placed in this section; anything requiring a Health Care Authorization Form will be filed in section five behind the corresponding Health Care Authorization Form.*****
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h. Section four — Part A:

(1) Medication Administering Chart Forms / Form 807.05A

(2) PRN Medication Forms

(3) Halfway House Medication Dispensing Forms

(4) Remand Medication / Form 807.05I

(5) CRC Personal Medication

i. Section four — Part B:

(1) Diabetic Flow sheets

(2) Vaccines

*****Note: Non-Formulary Drug Forms are not to be filed in the medical record.*****
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j. Section five — Part A:

(1) Prisoner Health Care Authorization Form (HCR's) / Form 807.02B

(2) All documentation from outside visit(s) will be filed behind corresponding HCR (DOC Consulting Physician reports / notes, Hospital Records of inmates in DOC custody; i.e., Physical Therapy Notes, Eye Exams, MRIs, Ultra Sounds, labs, sonograms, etc.)

k. Section five — Part B:

(1) Medical Advisory Committee Documentation

l. Section five — Part C:

- (1) Administrative/Legal Records
- (2) Correspondence Regarding Medical Care
- (3) Letters, Documents from Attorneys – Court and Legal

m. Section five — Part D:

- (1) Grievance Records
- (2) Grievance Forms
- (3) Supporting Grievance Documentation

*****Note: Incident reports are not to be filed in the medical record; they are to be filed in the inmate's institutional record.*****

n. Section six:

- (1) Copies of records which DOC has requested from another entity with an authorization signed by the inmate.
- (2) Non-Contractual Health Records

*****Note: All copies are to be filed behind the corresponding authorization Form.*****

o. Section seven:

- (1) Dental Care History Questionnaire
- (2) Dental Care Record / Form 807.12B
- (3) Dental Care Record Continuation / Form 807.12C
- (4) HCRs For Dental Only
- (5) Correspondence, copies of other dental records
- (6) Envelope for Dental X-Rays
- (7) Dental Informed Consent / Form 807.08A

*****Note: For sequence of dental forms please see the Dental Services Handbook*****

p. Manila Folder

- (1) Request for Health Care Forms (aka "COP-OUTS")

*****Note: No other records are to be filed in this section.*****

q. Section eight — Part A:

- (1) Medication Change Log
- (2) Discharge Summary
- (3) Mental Health Release Plan
- (4) Initial Mental Health Consult
- (5) Mental Health Nursing Admission Sheet
- (6) Mental Health Services Consultation

- (7) Mental Health Telepsychiatry Services Form
- (8) Mental Health Treatment Plan
- (9) Restraint Flow Sheet
- (10) AIMS Rating Chart
- (11) Guilty But Mentally Ill Treatment Form
- (12) Guilty But Mentally Ill Alert
- r. Section eight — Part B:
 - (1) Involuntary Medication Forms
 - (2) Hearing Request
 - (3) Hearing Notice
 - (4) Request for Witnesses
 - (5) Hearing Summary
 - (6) Hearing Findings
 - (7) Notice of Appeal
 - (8) Review
- s. Section eight — Part C:
 - (1) Releases of Information
 - (2) Non-Contractual Mental Health Care Records

*****Copies of psychiatric records requested from other mental health hospitals or clinics of inmates while not incarcerated, which DOC has requested with an authorization signed by the inmate.*****

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5. Minimum Records Required

Each prisoner's health care record will contain the following completed forms as a mandatory minimum:

- a. Health Care Problem List / Form 807.06B
- b. Health Inquiry of Received Prisoner / Form 807.14E
- c. Criminal Remand Screening / Form 807.14A
- d. Inmate Tuberculosis and PPD History / Form 807.14F
- e. Health Care Progress Note / Form 807.06A

6. Medical Record Form Development

- a. All forms used in the health care record will be standardized to assure that the same type of information will be collected on each patient in order to provide continuity of care and facilitate use of the record by the health care staff.
 - b. All new forms will be submitted to the health care record committee for approval prior to the incorporation into the health care record.
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- c. Request for review and approval will be completed and attached to the suggested form when it is submitted.
- d. New forms will be assigned a DOC number after approval of the health care record committee.
- e. Requests for revision of existing forms must include rationale for change.

In the event the Department of Corrections switches to an electronic medical record all standards, rules, etc. will apply.

7. Health Care Record Number

The prisoner's six-digit offender number will be used as the health care record number on all documents.

8. Terminal Digit Filing Order

- a. All prisoners are assigned a six-digit unique health care record number.
- b. The six-digit health care record number is divided into three sections. The primary digits are the last two on the right hand side; the secondary digits are the middle digits; and the tertiary digits are the two digits on the left-hand side.

00	11	22
Tertiary	Secondary	Primary

In filing or pulling, always read the numbers from the right, then middle, and left last.

- c. In terminal digit filing order, there are 100 primary sections ranging from 00 to 99.
- d. This procedure will be used in the Anchorage Correctional Complex-East Health Information Office.
- e. It will be at the institution's discretion as to whether they choose to use Terminal Digit Filing or Alphabetical Filing system.

B. Access and Confidentiality

Inmates shall be afforded the right to confidentiality with regard to physical health care, mental health care, health records, and release of information.

1. General

- a. The active health record is to be maintained separately from the other volumes of the prisoner institutional record.
- b. The Health Care Administrator or designee is the custodian of the health record.
- c. No Alaska Department of Corrections or contract employee shall discuss with other staff or inmates any confidential health information overheard during their duties.

- d. No information derived solely from the health record, health services conversations, or from the provision of care shall be used to initiate or support disciplinary action.
2. Access to Health /Psychological Information
- a. Access to health records, substance abuse treatment records, and the programmatic mental health record shall be controlled by the health authority in order to protect the confidentiality of the information contained therein.
 - b. Access to the health record and the programmatic mental health record, including all substance abuse records, shall be limited to medical and mental health services personnel.
 - c. Specific health information from the health record may be shared, on an individual basis, with those administrative staff responsible for supervising delivery of care, including the Superintendent, Assistant Superintendent, and other institutional personnel when there is a legitimate need to have access to the information.
3. Confidentiality of Health Information
- a. Documentation received from outside health care agencies is the property of that agency and shall not be released to any outside agencies by Alaska DOC staff or contract providers under any circumstances. The requesting agency must obtain such documentation from the original source.
 - b. No health information shall be publicly released with the exception of public health reporting as mandated under 7 AAC 27.005.
4. Release of Health Information with Authorization
- a. Information contained in a current or former AK-DOC inmate's health record may be released to a qualified professional or agency representing the inmate upon receipt of written authorization by the inmate. The minimum necessary information will be released in accordance with federal HIPAA regulations. If the inmate is a minor, written authorization must be obtained from a parent or legal guardian. If the inmate has a conservator, the written authorization must be obtained from the conservator. Authorization for deceased inmates shall be obtained from the deceased's legal representative.
 - b. An Authorization to Release Personal Medical Information, Form 807.06C, shall be completed prior to the release and a copy placed in the inmate's health record.
 - c. Psychiatric/psychological information may be released only to a physician, other mental health professional, another health care or state/federal agency (including vocational rehabilitation and social security), or an attorney representing the inmate.
 - d. When forwarding written psychiatric/psychological information to the above-mentioned professionals/agencies, a cover letter shall be attached indicating that the information being provided should
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not be directly provided to any other individual, including the inmate.

- e. Information regarding the inmate's HIV/AIDS, STD status shall not be released unless it is specifically authorized for release by the inmate on Form 807.06C.

5. Release of Health Information without Authorization

Health information may be released without a written authorization in the following circumstances:

- a. All medical and psychiatric/psychological records shall be released after the receipt of a Court order. Advisory: Any doubts about the validity or scope of the Court order should be resolved by contacting legal staff assigned by the Office of the Attorney General to assist the AK-DOC.
 - b. A health summary report listing the inmate's major health problems and/or a copy of the inmate's "Medical Summary for Prisoner Transfer" may be provided to individuals, other correctional agencies, and/or to committees needing health information when considering an inmate for transfer, classification, or release, or to facilitate appropriate treatment by another agency that will be responsible for the treatment of the inmate.
 - c. The pertinent contents or a summary of the health record shall be made available upon request of the Alaska Parole Board.
 - (1) Institutional probation officers shall contact the institutional health authority for necessary health care summary information.
 - (2) In the health summary, the health service staff shall include any physical or mental health issues that are relevant to the supervision of the inmate while the inmate is on parole (e.g. medication regimens, behavioral problems, physical impairments, and infirmities). Emphasis should be placed on a "need to know" basis.
 - d. Information shall be released to the Office of the Attorney General or to attorneys who are representing employees of the Department of Corrections who are being sued by an inmate.
 - e. Information shall be released to local and state health departments concerning reportable diseases, in accordance with 7 AAC 27.005.
 - f. Information shall be released to the Superintendent, Health Care Administrator, Medical Director, and Director of Mental Health Programs for the purpose of monitoring and evaluating the delivery of health services.
 - g. Pertinent information may be released to treating physicians via telephone, in a bona fide medical emergency situation, but only after the legitimacy of the request has been verified. Any release
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of health information shall be noted in the health record and release of information log.

- h. Information may be released to a community hospital or treatment facility when the inmate is transferred to the facility for care.
- i. Information shall be released to Superintendents and probation officers, as necessary, to promote continuity of care.
- j. Confidential information may be disclosed if the clinician determines that such disclosure is necessary to protect against a substantial risk of death, disease, or injury to self or others, or a threat to the security of the institution and/or community.
- k. Information shall be released to AK-DOC Grievance Investigator(s) conducting an authorized grievance investigation.
- l. Information shall be released to the State Ombudsman upon written request.

6. Reproduction of Documents

- a. When information from the health record is reproduced for release to a 3rd party, the receiving party may be charged \$20.00 for ten pages or less and \$.25 per page thereafter.
- b. Privately managed facilities shall charge according to their corporate policies.

7. Inmate Access to Health Records

- a. Inmates have a limited right of access to their own health records. Inmates desiring to review their own health records shall make a written request to the health services unit, which shall include the purpose of the review and the specific information requested. Arrangements shall be made by health care personnel for specific information to be reviewed in the presence of a physician, mid-level provider, licensed nurse, or medical records clerk. Reviews shall be allowed no more often than once annually, unless a life threatening medical condition has occurred since the prior review, or at the discretion of the IHCO.
 - b. Prior to reviewing the health record with the inmate, the record shall be purged of all psychiatric/psychological materials, any materials received from an outside source which DOC has requested with authorization from the prisoner; and any information which may jeopardize the safety of the inmate or institution.
 - c. Psychiatric/psychological records shall not be reviewed with an inmate without consultation with the treating (or a knowledgeable) psychiatric/psychological professional. If this consultant believes that the content of the psychological records, or any part thereof, may be counter-therapeutic or detrimental to the inmate's mental health, the records may be withheld pending a Court order to release the records.
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- d. Copies of the health record shall not be released directly to the inmate while incarcerated. Exception to this release shall be made only when an inmate is personally involved in a lawsuit directly involving medical issues that would require the use of his/her medical records, as verified by legal staff or the Office of the Attorney General.
 - e. Inmates receiving copies of their health care record as detailed in this section shall be charged in accordance with Policy and Procedure 808.12 "Photocopying for Prisoners".
 - f. After release from the Departmental jurisdiction, a former inmate may have access to his/her closed health care record through the Medical Records Administrator. The documents contained in the closed health care record may be provided for viewing and/or photocopying except those the Medical Records Administrator or designee determines would result in substantial risk of reprisal or injury or would endanger the security of an institution. The release of any part of a health record requires a signed release by the inmate. The costs for reproduction will be borne by the requesting party.
8. Facsimile Transmission of Health Care Records
- a. Institutions may transmit by facsimile (fax) health record information. All preceding items in this policy regarding confidentiality, release, and access to health record information shall apply.
 - b. Facsimile transmission should be used only when the need for information is so immediate that mail cannot be used.
 - c. Authorizations to Release Personal Medical Information transmitted by facsimile are acceptable if completed and signed.
 - d. Institutional health care staff shall ensure that the confidentiality of transmitted material is protected. Facsimile transmissions should be received in the clinic, or when that is not possible, health care staff should arrange to be at the fax machine when receiving a transmission. Prior to transmitting material to another health care entity, the sending party should verify the receiving facsimile number and then verify that the facsimile was received.
 - e. A facsimile transmission cover letter shall be used when transmitting health record information. The following confidentiality caveat must appear on the facsimile transmission cover sheet:

"The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual entity named above. This information has been disclosed to you from records protected by federal and state confidentiality rules. These rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to
-

whom it pertains, or as otherwise permitted by federal rules 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose."

9. Email Transmissions

Email may be used for communication purposes. Patient identifiers or PHI are not to be included in the body or subject field. If requesting a health care record via email, the offender number and first and last name may and should be used.

10. Retention and Disposition of Health Care Records

- a. The health record will be closed when an inmate is paroled, released from custody, or is deceased.
- b. The discharging facility's host medical unit will ensure that the medical record is organized and complete in accordance with section 3 and 4 of this procedure, and forwarded to the Medical Records Administrator as soon as feasible.
- c. All deceased inmates will have their health record closed and immediately forwarded to the Medical Records Administrator.
- d. Closed health records will remain at the Anchorage Correctional Complex – East / Health Information Office location for three years following the release of an inmate. If not recalled to active record status within that time, the closed record will be forwarded to the off-site long-term storage facility.
- e. Closed health records will be returned by certified mail in offender number order.

11. Intra-System Transfers

The complete medical record will accompany the patient whenever an intra-system facility transfer occurs and will be stored with the receiving health services unit responsible for the patient's health care. Health care personnel shall complete a Medical Summary for Prisoner Transfer 807.14E on each inmate being transferred; this includes transfers to CRCs.

12. Out-of-State Transfers

- a. The original Alaska DOC Health Care Record **does not** go with the patient out-of-state.
- b. The Alaska Health Care Record and the Out-of-State Health Care Record are to remain separate.
- c. Preparing Medical Record for transfer Out-of State:
 - (1) All pertinent health care information is copied from the original Alaska Health Care Record to go with the patient out-of-state:
 - (a) Problem List (20-807.06B)
 - (b) Medical Summary for Prisoner Transfer (807.14E)
 - (c) Last three months of progress notes

- (d) Pertinent/current lab results, EKG, x-ray, cat scan, MRI, etc.
- (e) The most recent medication documentation record (807.05A)
- (f) Applicable/current consultations
- (g) All dental records
- (h) Last three months of Mental Health notes and consultations
- (i) Most recent physical examination

Note: Inmate Health staff should use discretion when copying health care information for patients with significant medical problems and/or histories. Staff may need to provide additional information in order to facilitate the continuity of care. Copies should be placed into a manila envelope, sealed and labeled with the patient's name and the offender number. The transfer record (807.14E) is attached to the outside of the envelope. When numerous inmates are being transferred at the same time the copies may be filed alphabetically with dividers identifying each separate inmate in a Records Box and then sealed for transport.

- (2) Patients who are currently on medications at time of transfer should have a separate (second) Medication Record copied and placed with the patient's medications for transport. Example: The Medication Record and blister packs of medication may be placed in the front of the Records Box to consolidate space for transport, but should remain separate from the copies of the Health Care Records.
- (3) All manila envelopes and/or Records Boxes are given to the Transportation Officer. Prisoner Transportation is responsible for the delivery of the Health Care Record copies and any accompanying medications.
- (4) Each Medical Department transferring patients out-of-state is advised to "hold" the Alaska DOC Health Care Record for a week after transport in order to:
 - (a) Process any outstanding laboratory or other reports.
 - (b) Complete chart documentation.
 - (c) Facilitate communication with the out-of-state facility in case they may call with some questions. Note in the Health Care Progress Notes the date and that the patient was transferred out-of-state. Return completed Alaska Health Care Record to the Anchorage Central Medical Records Department for archival purposes.

13. Receiving Medical Record transfers from Out-of-State

- a. Prisoner Transportation is responsible for the delivery of the Out-of-State Health Care Record to the Alaska facility Medical Department.
 - b. Upon return from out-of-state, contact the Anchorage Central Medical Records Department to obtain the Alaska Health Care Record. Note the patient's date of return from out-of-state when you receive the Health Care Record.
 - c. Each institution should keep the Arizona file at the patient's current location until release from DOC. Do not, however, incorporate the two files together. The Alaska and out-of-state records are to remain separate.
 14. Upon release from DOC custody
Send both files, Alaska and Out-of-State Health Care Records, to Anchorage Central Medical Records Department for archival.
 15. Community Residential Centers
Medical records for patients placed in community residential centers (CRCs) will be stored and maintained by the host medical unit located closest to the contracting community agency where the inmate is housed.

Cordova Center, Glenwood Center, Midtown, and Clitheroe Center – Anchorage Correctional Complex–East
North Star – Fairbanks Correctional Center
Glacier Manor – Lemon Creek Correctional Center
Tundra Center – Yukon Kuskokwim Correctional Center
Seaside Center – Anvil Mountain Correctional Center
 16. Specialized Supervision Programs
Patients released to specialized supervision programs will have their medical record(s) transferred to the closed medical records unit (Anchorage Correctional Complex-East/Health Information Office).
 17. Voluminous Record Reduction
Medical records which have become voluminous may need to have the original volume divided into one or more separate volumes. Medical records divided into separate volumes will require:
 - a. An individual 8-part Presstex-type folder created for each volume.
 - b. The patient's name, DOC number (offender number), DOB, allergy alert label, and the volume number clearly affixed to the jacket.
 - c. Specific medical documents will be removed from the original volume and placed in the newly created volume in the following sequential order:
 - (1) Part one
Problem list
Inmate Tuberculosis and PPD History
-

Physical Examination

Health History

Most recent Medical/Mental Health Screening Form

(2) Part two

Progress Notes (not to exceed the previous three month period)

(3) Part three

Laboratory reports completed within the previous three months

All current radiographic reports

(4) Part four

Current Medication Administering Chart

(5) Part five

Current Prisoner Health Care Authorization Forms

(6) Part six

Current Information

(7) Part seven

All dental records

(8) Part eight

All mental health records within past 30 days

VIII. Implementation

This policy and procedure is effective 14 days following the date signed by the Commissioner. Each Manager shall incorporate the contents of this document into local policy and procedure. All local policies and procedures must conform to the contents of this document; any deviation from the contents of this document must be approved in writing by the Division Director.

6/26/07
Date



Joseph D. Schmidt, Commissioner
Department of Corrections

Forms Applicable to this Policy

807.06A Health Care Progress Notes

807.06A(1) Health Care Progress Notes Medical (Administrative) Segregation

807.06B Health Care Problem List

807.06C Authorization for Release of Personal Health Information

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			Effective: 7/1/2011	Reviewed: 5/2011	
			Distribution: Public	Due for Rev: 7/2014	
	Chapter:	Medical and Health Care Services			
	Subject:	Prisoner Responsibility for Health Care			

I. Authority

In accordance with 22 AAC 05.155, the Department will maintain a manual comprised 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 33.30.028

Alaska Administrative Code

22 AAC 05.121

Standards for Adult Correctional Institutions; 4th⁴ Edition 2003

4-4345

Standards for Adult Local Detention Facilities, 3rd Edition 1991

None apply

III. Purpose

To establish uniform procedures within the Department for charging prisoners medical fees.

IV. Application

V. Definitions

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

A. Health Care Staff

Health care staff includes physicians, psychiatrists, psychologists, emergency medical technicians, physician assistants, registered or practical nurses, advanced nurse practitioners, dentists, dental assistants, dental hygienists, optometrists, pharmacists, mental health clinicians, clinical social workers, psychological associates, dispensing opticians, physical therapists, and occupational therapists.

B. Over-the-Counter Drugs

Over-the-counter (OTC) drugs are those medications that do not require a prescription, such as acetaminophen and ibuprofen.

C. Necessary Health Care

Necessary health care is care without which the inmate's condition could not be maintained without significant risk of further serious deterioration or without significant pain or discomfort.

VI. Policy

- A. The Health Care Administrator and the Division of Institutions Director shall develop, implement, and monitor a system to charge for medical, dental, mental health, nursing and optical consultations, examinations, and treatments.
- B. The Department will provide all prisoners the opportunity to report a medical need or other health problem and receive necessary health care services as determined by the health care staff. Services will be provided before any charges are levied. A prisoner may not be denied necessary health care services because the prisoner is unable to pay or arrange for payment for the services.
- C. A prisoner may challenge the cost of health care services as outlined in Procedures I below.
- D. All prisoners incarcerated by the Department have health care rights and responsibilities. The Department will provide a copy of the inmate health plan to

each prisoner at the time of the 14 days health examination. Receipt of the plan shall be documented in the prisoner's health care progress notes.

VII. Procedure

A. No charge for Access to Sick Call

All prisoners, including those on furlough and in restitution centers, may attend sick call. See Policies 818.02 Furlough, 818.04 Community Programs, and 807.02 Access-to-Health-Care-Services. There shall be no charge for these visits unless they result in a specific health care procedure for which there is a charge.

1. The Superintendent shall establish special procedures for prisoners posing a security risk in order to ensure access to sick call.
2. Prisoners in administrative or punitive segregation shall have the same access to sick call as other prisoners. Health care staff shall visit the segregation unit daily and record each visit in the segregation log in accordance with 1208.11 Permanent record Logs.

B. Co-Payment Charges for Health Care Visits

Prisoners will be charged a co-payment fee of five dollars (\$5.00) for each visit by the prisoner to health care staff, except as set out in E. below. A prisoner with a chronic condition requiring ongoing treatment will be charged for the initial visit, but not for follow up visits for the same condition, even if the prisoner is transferred to a different facility. If, however, the prisoner is with the Department for more than one year, the prisoner will be charged a co-payment fee of \$5.00 once each year for ongoing treatment of the chronic condition. Furthermore, if during a routine follow-up treatment or examination for a chronic condition, a new health problem is identified, a co-payment fee of \$5.00 will be charged for the treatment of the new condition. .

C. Co-Payment Charges for Other Services

1. Prisoners will also be charged a co-payment fee of five dollars (\$5.00) for initial prescriptions and for changes in prescriptions. The number of prescriptions does not change the price; e.g., if five prescriptions are filled at one time, the co-payment fee is five dollars (\$5.00). Prescriptions will be valid for up to 90 days. Thereafter, a new prescription will be required for which a five dollar (\$5.00) co-payment fee will be assessed. Prisoners will not be charged a co-payment fee for initial prescriptions, changes, or renewals of prescriptions for psychotropic drugs used to treat schizophrenia, bipolar, and other psychotic disorders.
2. Five dollars (\$5.00) will also be charged for each visit for sports related injuries when the injury resulted from prisoner participation sports activities recommended against by the health care staff.
3. Five dollars (\$5.00) will also be charged for the use of medical equipment available in the facility, such as crutches or Neoprene braces.
4. Twenty five dollars (\$25.00) will be charged for the use of medical equipment not available in the facility.

D. Medical Expenses Charged to Prisoners

Notwithstanding any other provision to the contrary, a prisoner may be charged for the full cost of health care services resulting from a self-inflicted injury or injury to another prisoner resulting from an assault or other violation of facility rules or state law by the prisoner. This charge will occur only after a prisoner has been found:

1. To have committed a rule infraction by a disciplinary tribunal or hearing officer, and the finding was upheld on appeal within the department, or the time for appeal has expired; or

2. By a court to have violated state law.
- E. Prisoners Exempted from Certain Medical Charges
 1. Federal prisoners are not financially responsible for co-payment fees for health care services. Records should be kept, however, of the services provided to these prisoners.
 2. No prisoner is financially responsible for the following health care services:
 - a. Admission health appraisals and physical exams;
 - b. Education Services provided by health care staff;
 - c. Medication line visits;
 - d. When symptoms exist, testing and treatment of staph infections;
 - e. Testing for pregnancy, HIV, AIDS, TB, sexually transmitted diseases, or other communicable diseases; or
 - f. Requests for OTC drugs from health care staff.
- F. Co-Payment Fee Billed to Other Parties

A prisoner is not financially responsible for the co-payment fee for the following health care services, so long as the prisoner arranges for the Department to obtain payment from one or more of the responsible parties set out below:

 1. Services for injuries or repair or replacement of medical equipment, unless due to loss or improper care by the prisoner, resulting from:
 - a. Work performed for the Department; or
 - b. An assault or other violation of institutional rules by another prisoner;
 2. Services initiated by the health care staff;
 3. Treatment for communicable diseases and pregnancy; and
 4. Treatment for a chronic disease or medical or mental condition where, in the opinion of the Department after consulting with appropriate health care staff, the potential for harm to the prisoner is substantial if treatment is delayed.

Responsible parties include:

 - a. Individual or group health insurance providers;
 - b. Veteran Affairs (VA);
 - c. Department of Health and Social Services as payer for Welfare benefits;
 - d. Native American Health Services (United States Public Health Services, Indian Health Services, etc.); and
 - e. Parent or guardian, if the prisoner is under the age of 18.
- G. Over-the-Counter (OTC) Drugs Availability to Prisoners

Prisoners are not required to initiate a visit with health care staff to obtain OTC drugs. The institution's Superintendent, in consultation with the Institutional Health Care Officer, shall establish an SOP covering.

 1. The purchase of OTC drugs by prisoners in the commissary;
 2. The maximum number and types of OTC drugs that a prisoner may purchase and possess;
 3. An opportunity for the Institutional Health Care Officer to restrict an inmate's access to OTC drugs in instances when it is medically indicated (e.g., a prisoner with end-stage liver disease should be prohibited from obtaining acetaminophen); and
 4. The costs of OTC drugs, which, to the extent possible, shall be the same in all institutions.
- H. Administrative Requirements

1. A Health Services Charge Voucher Form 807.07A will be completed for each visit made by a prisoner to health care staff. Health care staff shall insure that the form is completed and the necessary charges are assigned. Health care staff are required to record the prisoner's OTIS number and date of birth and the date, time, and location of service, and obtain the signature of the prisoner. If the prisoner refuses to sign the charge voucher, health care staff shall not sign on the signature block for the prisoner. The white original of the voucher shall be sent to data entry after a 3-day waiting period. The yellow copy shall be given to the prisoner at the end of the visit. The pink copy shall be retained in the medical department.
 2. Prisoners in correctional centers will have payment fees deducted from their OTA accounts at least once per month. Prisoners on furlough and in restitutions centers who receive medical care will have payment fees deducted from their personal accounts at the community residential centers. Payment will then be made to the Department of Corrections Contract Oversight Officer by the 20th of each month. Vouchers must be entered by the institutions into the prisoner's OTA account at least once a month.
 3. Prisoners who do not then have funds in their prison accounts will be provided medical care, and charges for that medical care will be placed in a pending file until funds become available in the prisoner's account.
 - I. A prisoner may challenge a charge for health care services by submitting a written appeal to the Institutional Health Care Officer within three working days of receiving the notice of the deduction. The prisoner must explain the reason why the charges are incorrect. The Institutional Health Care Officer shall respond with a written decision to the prisoner. This decision may be appealed by the prisoner in writing within seven working days to the Direction of Institutions. The decision of the Director is the final decision of the Department.
 - J. The Health Services Charge Voucher will be held by the health care staff for three working days to determine if a challenge will be sought. The Institutional Health Care Officer shall forward the voucher to the person responsible for entering OTA fees if there is no challenge in the specified time or if the challenge is denied. Fees that have been incorrectly deducted will be reimbursed consistent with the decision on appeal.

In those institutions that do not have an Institutional Health Care Officer on staff, a nurse will be assigned to make the initial decision. The appeal process is not a grievable complaint, and can only be appealed to the Director of Institutions.
- VIII. Implementation
This policy and procedure is effective 14 days following the date signed by the Commissioner. Each manager shall incorporate the contents of this document into local policy and procedure. All local policies and procedures must conform to the contents of this document; any deviation from the contents of this document must be approved in writing by the Division Director.

7/13/11

Date

Joseph D. Schmidt, Commissioner
Department of Corrections

	State of Alaska Department of Corrections Policies and Procedures	Index #: 807.08	Page 1 of 4
		Effective: 10/30/02	Reviewed:
		Distribution: Public	Due for Rev: 10/03
	Chapter: Medical and Health Care Services		
	Subject: Informed Consent		

Authority

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

References

Alaska Statutes

AS 09.55.556

AS 47.12.030 - .100

Court Cases

Korman v. Mallin, 858 P.2d 1145 (Alaska 1993)

Alaska Administrative Code

22 AAC 05.455

Standards for Adult Correctional Institutions; 3rd Edition 1990

3-4372

Standards for Adult Local Detention Facilities; 3rd Edition 1991

3-ALDF-4E-42

Purpose

To establish uniform procedures within the Department for obtaining prisoners' informed consent for proposed medical treatment.

Application

All staff and prisoners.

Definitions

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

A. Health Care Practitioner

Health care practitioners are physicians, dentists, physician's assistants (PA), and advance nurse practitioners (ANP) employed by the Department who are qualified and prepared by the virtue of their education, credentials, and experience to practice in professional health care fields. These individuals have an expanded role in the delivery of health care that is advanced and specialized within their scope of practice.

B. Informed Consent

The agreement by a patient for a treatment, examination, or procedure after the patient receives the material facts about the nature, consequences, and risks of the proposed treatment, examination, or procedure and the alternatives to it. Informed consent must be documented on a written form containing the inmate's signature. The right to refuse treatment is inherent in the concept of informed consent.

C. Inmate Health Staff

Inmate health staff consists of health care practitioners, registered nurses, licensed practical nurses, dental assistants, and mental health clinicians.

D. Material Risks

Material risks are those risks which a reasonable person would need to know about in order to make an informed and intelligent decision about the proposed treatment.

Policy

- A. Securing informed consent is the responsibility of the attending health care practitioner. A health care practitioner must obtain a prisoner's informed consent before performing any treatment or non-routine physical or mental health examination or procedure on a prisoner, except in those instances set forth in Procedures D below.
- B. Informed consent must be obtained when performing HIV testing. Please refer to Policy 202.03, Blood borne Pathogens, and Policy 818.18, HIV Infection.
- C. For invasive procedures where there is some risk to the prisoner, an Informed Consent, Form 807.08A, must be signed and dated by the prisoner at the time of consent and witnessed by a Department staff member. The witness' signature only verifies that the prisoner signed the form.
- D. Departmental health care practitioners are not responsible for obtaining informed consent for procedures that will not occur within a correctional facility. When prisoners are sent to physician's offices or hospitals for medical procedures or treatment, it is the responsibility of that health professional or facility to obtain the prisoner's informed consent.
- E. A prisoner has the right to refuse treatment. However, a prisoner who refuses health care treatment that the Department or a private practitioner deems necessary must sign Form 807.08B, Informed Waiver of Medical Treatment, releasing the State, Department, Department employees, and health care practitioners from liability for all consequences of obtaining alternate treatment or refusing treatment.

Procedures**A. Explanation of Treatment and Risks**

A health care practitioner must explain the procedures, alternatives, and risks of a treatment or procedure to a prisoner before starting any treatment or non-routine examination or procedure that could have a negative side effect, except as provided in section D, below.

- 1. The health care practitioner must explain to the prisoner in lay terms:
 - a. The procedure or treatment;
 - b. The nature and severity of the material risks and the likelihood of their occurrence;
 - c. The expected benefits;
 - d. The consequences of withholding consent; and
 - e. Reasonable alternative procedures or treatments, and their risks and benefits. AS 09.55.556; Korman v. Mallin, 858 P.2d 1145 (Alaska 1993).
 - 2. Non-English speaking prisoners
 - a. The Department shall provide an interpreter, if needed, for a prisoner who does not understand or speak English.
 - b. When an interpreter is used, the name of the interpreter and the date and time shall be included on the Informed Consent Form 807.08A and in the progress notes of the medical record.
 - 3. The health care practitioner need not give the prisoner this explanation when:
-

- a. The health care practitioner does not know of the risk and should not be aware of it in the exercise of ordinary care;
- b. The risk not disclosed is too commonly known or is too remote to require disclosure; or
- c. Under circumstances set out in Procedures D, below. AS 09.55.556; Korman v. Mallin, 858 P.2d 1145 (Alaska 1993).

B. Informed Consent

1. A prisoner gives informed consent when the prisoner voluntarily agrees to a recommended medical, psychological, or psychiatric treatment after receiving the explanation in section A above from the health care practitioner. This process shall be documented in the progress notes of the prisoner's medical record. The prisoner must sign an Informed Consent Form 807.08A, before receiving any surgical procedure, treatment with a foreseeable risk, or non-routine examination, except as set forth in section D, below.
2. Prisoners must sign the Consent to Test for Human Immunodeficiency Virus (HIV), Form 807.18A, before testing.
3. The health care practitioner shall ensure that Informed Consent Form 807.08A indicates the specific medical procedure to be completed. Abbreviations shall not be used.
4. The prisoner must sign the Informed Consent.
 - a. If the prisoner is unable to write, an "X" in place of the signature is binding when properly witnessed by two witnesses.
 - b. Oral consent may be accepted if a prisoner is physically unable to sign the Informed Consent. This is binding when it is properly witnessed by two witnesses and it includes an explanation why the individual is unable to sign.
4. Under AS 47.12., persons under the age of 18 who have been waived to adult status may provide informed consent for medical treatment.

C. Refusing Treatment

1. Informed waiver of medical treatment

The prisoner must complete an Informed Waiver of Medical Treatment Form 807.08B, when the prisoner refuses a recommended treatment. An Inmate Health staff member must witness the prisoner's signature by signing the form. Staff shall write "Patient refuses or is unable to sign" if the prisoner refuses or cannot sign the form. A second staff member must witness the refusal by signing the form.

2. Records

The Informed Waiver of Medical Treatment Form 807.08B shall be filed in the prisoner's medical record. An Inmate Health staff member will document the refusal in the progress notes of the prisoner's medical record.

D. Waiver of Informed Consent

The Department may waive the health care practitioner's duty to obtain a prisoner's informed consent in the following circumstances:

1. An emergency exists that requires immediate medical intervention, i.e., delay of treatment will threaten life or limb;
 2. A prisoner does not have the capacity to give consent, as determined by a physician, PA, or ANP in consultation with the Department Psychiatrist or Medical Director; or
-

3. There is a public health concern that requires immediate medical intervention.

Implementation

This policy and procedure is effective 14 days following the date signed by the Commissioner. Each Manager shall incorporate the contents of this document into local policy and procedure. All local policies and procedures must conform to the contents of this document; any deviation from the contents of this document must be approved in writing by the Division Director.

October 30, 2002
Date

Margaret M. Pugh
Margaret M. Pugh, Commissioner
Department of Corrections

Forms Applicable:

807.08A

807.08B

807.18A

Attachment 9

**CERTIFICATION OF ENTITLEMENT
TO THE ALASKA BIDDER PREFERENCE**

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

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference.

As of the closing date of the Request for Proposals, the Offeror holds a valid Alaska business license in one of the following forms:

- (a) a cancelled check for the business license fee;
- (b) a copy of a business license application with a receipt date stamp from the State's business license office;
- (c) a receipt from the State's business license office for the license fee;
- (d) the Offeror's valid business license certificate;
- (e) a sworn notarized affidavit that the Offeror has applied and paid for a business license.

2. The Offeror is submitting its offer under the name as it appears on the Offeror's current Alaska business license.

3. The Offeror has maintained a place of business within the State of Alaska staffed by the Offeror or an employee of the Offeror for a period of six (6) months immediately preceding the closing date of the Request for Proposals.

4. The Offeror is incorporated or qualified to do business under the laws of the State, is a sole proprietorship, and the proprietor is a resident of the State, or is a partnership, and all partners are residents of the State; and,

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

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

Attachment 10

CERTIFICATION OF ENTITLEMENT TO THE ALASKAN VETERANS PREFERENCE

1. I am the Offeror or a duly authorized agent of the Offeror and I certify that the Offeror is entitled to the Alaskan Veteran's Preference. I know and understand that the Alaskan Veteran's Preference provides for substantial benefits which could be favorable to the Offeror and which could affect the award of the Request for Proposals to the Offeror's benefit.
2. An Alaska veterans' preference exists for those qualifying under AS 36.30.170(b) as an Alaska bidder and meeting the requirements as a qualifying entity.

Sec. 36.30.175 Alaska veterans' preference.

(a) Notwithstanding a provision in AS 36.30.170 to the contrary, if a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price. The preference may not exceed \$5,000. In this subsection, "qualifying entity" means a

- (1) sole proprietorship owned by an Alaska veteran;
- (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

(b) A preference under this section is in addition to any other preference for which the bidder qualifies.

(c) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(d) In this section, "Alaska veteran" means an individual who is a

- (1) resident of this state; and
- (2) veteran; in this paragraph, "veteran" means 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.

3. By certifying that you qualify for this preference you agree to provide the DOC, upon request, either a DD Form 214 or a NGB Form 22 discharge certificate.

Signature of Offeror or Offeror's Authorized Agent

Date

Printed Name

Attachment 11

State Holiday Schedule
Eleven (11) State Holidays

New Year's Day

Martin Luther King Jr's Day

Presidents Day

Seward's Day – Last Monday of March

Memorial Day

Independence Day

Labor Day

Alaska Day – October 18

Veterans' Day

Thanksgiving Day

Christmas Day