

4.09 Facility Requirements

A. General Statements

The facility must be in full compliance with applicable zoning ordinances and applicable building, fire, and life safety codes. ACA standards must be met in all areas to include handicap access.

The facility must provide external security in the form of wall and/or double fence, razor wire, detector devices, patrol, and/or towers. Cell doors in the units must be lockable. Housing may be in form of cells, rooms, or dormitories with secure windows.

The facility must be able to accommodate prisoners with disabilities and meet ADA compliance. A minimum of 2% of the cells shall be capable of accommodating disabled prisoners.

B. Safety, Sanitation and Health Standards/ Life Safety

The contractor shall ensure that safety, sanitation, and health standards are maintained at all times for the welfare of offenders, facility staff, visitors, and others to include:

- 1) National Fire Protection Association Life Safety Codes as well as all local, state, and national health and safety codes. In the case of a conflict in these, the most stringent will apply.
- 2) A smoke alarm system that complies with applicable NFPA Standards. The system must be hard wired into an annunciator panel at a manned 24 hour location. Fire extinguishers shall be maintained in a fully charged condition and shall be inspected at least monthly.
- 3) A written fire and emergency evacuation plan, including diagrams that are communicated to all staff and prisoners must be clearly and prominently posted in all areas. These shall indicate the location of all exits, fire extinguishers and the location of first aid supplies.
- 4) Evacuation drills shall be done at least quarterly unless housing of extremely dangerous prisoners would jeopardize the security or safety of the facility. Staff must be trained in the implementation of all written fire and emergency plans.
- 5) Fire retardant bedding, pillow and mattress that do not contain petroleum-based synthetic materials such as polystyrene or polyurethane.
- 6) Trash and vermin control.
- 7) Weekly cleanliness inspections of all areas
- 8) Weekly laundering of clothing and bedding at no cost to the prisoner. Personal hygiene items for indigent offenders.
- 9) A comprehensive housekeeping and maintenance plan to included Infectious Disease control.
- 10) A safety program operated consistent with OSHA Standards.
- 11) Sufficient outside lighting to illuminate the entire perimeter.

4.10 Classification and Parole Planning

The contractor shall assist in the arranging for classification and parole hearings conducted on-site, by audio or video teleconference. Cost of the teleconference shall be borne by the State.

A. Assignment of Prisoners

Prisoners will be assigned to the Facility by the department in accordance with the Department's classification and assignment procedures. DOC Policy 735.01 Designation Process for Long Term Sentenced Prisoners will be followed as it relates to housing conditions. At the Facility, they will be housed utilizing the unit team concept. Unit team members shall be accessible in the housing units and available to the population.

B. Orientation

Each prisoner shall receive a facility and program orientation within 24 hours of his arrival. The orientation shall include staff presentations and a written handbook. The orientation shall include all facility and program rules and requirements as well as prisoner rights. The orientation shall include statutory provisions for escape from custody.

C. Case Management

The contractor will ensure that there is a case manager/counselor/social worker to prisoner ratio of one to 300 (1/300) and that the case manager/counselor/social worker maintains individual files documenting each prisoner's program goals, employment, programmatic involvement, and any other significant events.

The contractor will provide classification and release services to include regular progress reports as required by the State, release planning, and participation in hearings. Custody level changes may be recommended but the Department will make the final decision.

D. Segregated Prisoners

The contractor must follow DOC 804.01 Administrative Segregation and 804.02 Punitive Segregation to manage and house segregated prisoners.

E. Alaska Parole Process

Contractor shall provide corrections counselors on a staff to prisoner ratio of 1 to 130 who are familiar with the prisoner's status to assist with the prisoner's applications for parole and planning for their appearance before the board. Case managers shall contact the Director of Institutions or designee with any questions raised by prisoners regarding practices of the parole board and State shall provide requested information as soon as possible. In addition to the corrections counselor provided by the contractor, at the discretion of the State, Correctional Officers may be placed on site.

At the request of the DOC staff or the Parole Board, contractor shall provide prisoner's progress reports for all prisoners within two years of parole eligibility. Generally, reports on Alaska prisoners shall be submitted at six month intervals summarizing prisoner progress, conduct and recommendation for retention at contractor's facility or return to Alaska.

Contractor shall assist in the arranging for parole hearings conducted either on site or by video or audio teleconferencing. The cost of the conferencing shall be borne by the State.

4.11 Records and Reporting

A. Sentence Computation.

The contractor will provide to the Department any necessary information for sentence computation. The Department will do all sentence computation. Copies shall be furnished to the contractor and Contract staff shall provide this to the prisoner. No prisoner will be admitted to or released from the Facility without permission from the DOC.

B. Prisoner Records and Reports

The Facility will maintain prisoner records at their sole expense in accordance with applicable Department record keeping practices and shall adhere to federal, state and local laws governing confidentiality. Criminal history, a judgement and sentence, recent classification actions, infractions, and medical records will be provided to the contractor

C. Information systems and Identification

All prisoners housed at the facility will be photographed. An information system will be maintained. This system must include the custody level of the prisoner, crime of conviction, release date, and physical description. No prisoner shall have access to this system.

4.12 Prisoner Activities and Programs

Note: Removal of prisoners from contractor provided programs must be done in accordance with DOC Policy 808.04 Removal From Rehabilitation Programs.

A. Activities

Sufficient jobs and programs must be available for a minimum of 90% of eligible prisoners. The contractor must also maintain a minimum of 70% participation rate for working Alaska prisoners. If CCA is not able to maintain a minimum 70% participation for work or 90% participation for work and activities combined due to prisoner refusal, CCA must document in writing each prisoner's refusal to participate. Ineligible prisoners are those who are ill, unable to work due to age or handicap, or are in restrictive housing. Prisoners shall be productively occupied outside of their living quarters for four to eight hours per day, five days per week in

work, educational, vocational or rehabilitative programs. Recreation is to be provided seven days per week. Hobbycraft shall be available 7 days per week, 6 hours per day with at least 2 hours at night.

B. Prisoner Work

Prisoner work programs shall be established in accordance with the Contract, Department Policy 812.01 Prisoner Employment, and state (to include Alaska) and federal law. Prisoners have the right to refuse employment. Work outside the secure perimeter (e.g. work crews) must be approved in writing by the Director of Institutions.

Prisoner labor may be used for Facility operations and maintenance; however, neither the contractor nor any of their employees shall personally benefit from the labor of prisoners. No prisoner shall ever be placed in a position of authority over another.

Prisoner wages will be paid by the contractor in accordance 812.02 Compensation for Prisoner Produced Goods and Services for work performed at the Facility. See also Section 4.06F.

Compensation for working prisoners is to be for actual hours worked (not automatically assumed as eight hours per day, five days per week).

C. Industry Programs

Any industry program established must comply with state and federal law. Such a program must be approved in writing by the Director, Division of Institutions and must comply with Department policies.

D. Minimum Education Program Requirements

The contractor will provide a minimum of four instructors; of which two of the instructors must provide courses in the subject area of ABE/GED, and the other two to provide vocational courses of the contractor's choosing. The following programs are required to be in place within 90 days after the Service Commencement Date:

- 1) **Life skills/community reintegration program** – This must include instruction in the areas of health and safety, communication skills, cross-cultural activities, employability skills and transition planning. The program must be a minimum of ten hours in duration.
- 2) **ABE and GED:** must include programming in literacy, pre-GED and GED instruction and English as a Second Language Instruction (ESL). Assessment must be established that determines appropriate placement and progress.
 - a) **Student Assessment**
On program entry, all adult learners will be pre-assessed for reading, writing, speaking, problem solving, and math skill levels. When possible, adult learners will be post-assessed upon exit or annually. A

standardized assessment tool endorsed by the U.S. Department of Education, Division of Adult Education and Literacy, must be used. The Alaska Department of Corrections, as well as all Adult Learning Centers in Alaska, uses the Test of Adult Basic Education (TABE) and the Basic English Skills Test (BEST) for assessment of ESL students. The education program at the contract facility is expected to utilize the TABE and BEST, unless adequate justification can be provided for utilizing other instruments.

b) Adult Basic Education

The ABE/GED program must offer instruction in basic skills and adult secondary education. Basic skills include instruction in reading, writing, and mathematics with a grade level equivalency of 8th grade and below. Adult secondary education includes instruction in preparing to take the GED test and general high school equivalency instruction.

c) Student Records

The minimum information to be maintained for ABE/GED students includes:

- Student identification (preferably social security number and date of birth)
- Permission to use social security number for data collection purposes only
- Student demographic information
- Prior years of schooling
- Placement level at program entry
- Initial learning goals
- Specified pre- and post-testing student information
- Entry and update records
- Attendance records

d) GED Testing

GED Testing policies and procedures must observe all regulations cited in the GED Test Administration Manual, as published by GED Testing Service, Inc. and endorsed by the U.S. Department of Education.

3) Vocational and Post-Secondary Academic Programming:

A minimum of two programs must be offered. Post-secondary and vocational training must be accredited by the Alaska Post-Secondary Commission or comparable body in the state where the contract institution is located. Adult basic education and GED must comply with all applicable state and federal requirements.

4) Vocational Education Programs

Offer a sequence of courses that are directly related to the preparation of individuals for employment in occupations not requiring a bachelors or advanced degree. Vocational programs should include competency-based applied learning and instruction in occupation-specific skills. When appropriate, vocational training programs may be tied to employment opportunities within the given institution. Vocational training may also include Apprenticeship programs which meet the criteria established by the U.S. Department of Labor, Bureau of Apprenticeship & Training.

- 5) **Post-Secondary Academic Programming:**
Prisoners may access college-level academic classes, which may include correspondence classes, at their own expense. The education program at the contract facility will provide remedial instruction, on-site tutorial assistance and other supplemental instruction. Existing facility staff as well as qualified prisoners may provide remedial instruction and tutoring services.

E. Substance Abuse Program

A residential substance abuse treatment program, based on the therapeutic community model, must be provided by State Certified Substance Abuse Counselors delivering services to Alaska inmates only. A total of at least three counselors and one clinical supervisor are to be provided at the 300 prisoner level. The number of prisoners in the residential program will be determined by physical space and manageable caseloads.

The residential program must be segregated from the general prisoner population. Within one year of the start up of the contract the program should be State approved for a residential level of care. Program development will be a collaborative project between the Clinical Supervisor and the Alaska DOC Substance Abuse Program Coordinator. An assessment component of the treatment program must provide treatment recommendations to the Alaska DOC Classification Unit upon request.

The substance abuse treatment program must address the physical, psychological, cognitive, spiritual, emotional, social, and cultural factors of addiction. Diverse support groups must also be provided to prisoners in treatment as well as in continuing care following treatment. It is preferable for prisoners completing treatment to be housed in a continuing care unit as opposed to being returned to general population.

F. Recreation Program

Time, space and equipment must be provided which encourages healthy leisure activities. Space must be provided both inside and outside with outside recreation made available at least 50% of the time. Recreation time for prisoners in general population shall be available a minimum of seven hours per day (daylight permitting), and at least 7 days per week.

Prisoners in administrative segregation and under medical care will receive recreation in accordance with ACA Standards. Prisoners in punitive segregation and

maximum security, and protective custody must be offered one hour per day, 7 days a week, access to out of cell exercise.

Day rooms must be provided for indoor leisure activities and will be equipped with televisions, furniture, games, etc.

G. Hobby Craft Program

Hobby craft programs as defined in DOC policy 815.04 Art & Craft Programs must be made available to DOC prisoners. The minimum number of hours for operation will be subject to written approval by the Director of Institutions. Hobbycraft shall be available 7 days per week, 6 hours per day with at least 2 hours at night. An approved outlet or mail order outlet must be offered for purchase of supplies. In cell programs must be offered subject to security considerations. Prisoners may dispose of their products.

H. Library

A general library will be maintained consistent with ACA standards.

I. Volunteer Program

A volunteer program shall be developed within the Facility to provide support groups and religious opportunities. Programs should include offerings from a variety of faith and non faith based offerings presented by individuals who have passed background investigations. Groups such as Alcoholics Anonymous and Narcotics Anonymous should be included.

J. Religious Programs

The contractor shall provide one and a half FTE Chaplains dedicated to Alaskan prisoners to provide nondenominational religious services, spiritual care, and the faith-based residential program (described below). All costs for the chaplaincy program are included in the daily per diem rate.

Chaplaincy services are to include worship services, religious education, pastoral care and counseling, religious library, sacraments, ordinances, other religious rites and religious diets. The Chaplain qualifications shall meet professional qualifications required by the Alaska DOC Chaplaincy. The Chaplain shall develop an adequate program of clergy and lay volunteers for different faith groups to assist in the provision of religious services.

Adequate facilities must be provided for religious services and counseling for prisoners and a Chaplain's office space.

A Faith-based residential program living unit shall be provided for Alaskan prisoners based on the model developed by the Alaska Department of Corrections Chaplaincy Coordinator. The living unit will house only prisoners accepted into the program. Program development will be a collaborative process between the contractors designated program supervisor and the Alaska DOC Chaplaincy Coordinator.

Program staffing shall be provided commensurate with the size of the living unit and the requirements of the program design. A program design is available upon request from the Alaska DOC Chaplaincy department, or by contacting the Contracting Officer listed in Section 1.01.

K. Access to Court and Legal Materials

A law library as defined in DOC 814.02 Law Library, that meets ACA standards must be provided. The items listed in DOC Policy 814.02 are required to be maintained in the law library. The contractor will provide a person trained in law to assist prisoners and provide legal materials as requested. The cost of the law library clerk is included in the daily per diem rate.

Materials must be provided within ten to fourteen working days for routine requests, within three to five working days when there is evidence of an ongoing civil or criminal filing with a deadline which must be met and within forty working hours when a prisoner has to file a reply memoranda or has a filing deadline of less than five days.

Law library materials must be provided to all prisoners, including segregated prisoners. The cost for providing DOC approved law library materials will be borne by the State. It was agreed during contract negotiations that CCA need not provide a lawyer and that a law library clerk is sufficient to comply with this section.

L. Visitation

Visitation must be provided for at least four hours per day, four days per week. Special visits must be allowed for approved visitors who have traveled long distances. Such approvals must be made in advance.

DOC will do all background checks and visits will not be allowed until approval has been received.

Visitation may be limited to immediate family members for those prisoners convicted of a disciplinary infraction. Prisoners in punitive segregation must be allowed one hour per week contact visit unless a determination has been made that there is a security risk.

Arrangements will be made for visits with attorneys per DOC 812.02 Visitation.

4.13 Support Services

A. Mail

The contractor shall handle and provide delivery of prisoner mail and correspondence in accordance with DOC Policy 810.03 Prisoner Mail. Five pieces of mail weighing no more than two pounds each may be mailed out for indigent prisoners per week. This is not intended for mail out of property or hobby craft items. All costs associated with the mailing of indigent prisoner mail is included in the daily per diem rate.

B. Commissary

The contractor will provide a commissary. Charging prisoners a surcharge or handling fee of no more than 30% will be allowed. If surcharges or handling fees are collected the proceeds will be deposited in the Prisoner Welfare Fund (see 4.06 Fiscal Management Section). Proceeds from the commissary account may be used by the contractor for the operation of the commissary, including payment of commissary staff salaries. All commissary actions must be done in accordance with DOC Policy 302.11 Prisoner Commissary and DOC Policy 302.10 Prisoner Welfare Fund. An accounting of all income and expenditures for this fund will be sent to Alaska DOC monthly.

Prisoners will be given the option of ordering from the Alaskan Commissary. Contract staff will assist with facilitation of these orders. All costs of shipping, etc. must be paid for by the prisoner.

C. Telephones

A minimum of one telephone per ten prisoners is required. Prisoners must be allowed to make local phone calls at no expense. A phone recording system is required. All revenues, royalties, etc. received related to prisoner telephone usage shall remain the property of the contractor.

Legal calls cannot be recorded or monitored. Arrangements must be made for prisoners to receive calls from their attorney.

D. Laundry

Laundry services will be provided consistent with ACA standards.

E. Personal Clothing and Items

The contractor will determine the amounts and types of personal clothing and items prisoners are allowed. Property lost or damaged when in control of the contractor will remain the sole responsibility of the contractor.

When prisoners are issued clothing, three sets must be issued. Clothing will be replaced when it wears out or if necessary for seasonal changes and or special purpose clothing.

F. Food Services

Food Services will be provided consistent with DOC Policy 805.01 Food Service Standards and 805.02 Food Service Safety and Sanitation. Food served is to be generally equivalent to food served in Alaska. There must be three meals served at regular times during each twenty-four hour period with no more than fourteen hours between the evening meal and breakfast. The actual meal schedule (or changes to the schedule) must be approved by the Director of Institutions.

Special diets will be provided to prisoners consistent with DOC policy 805.03 Special and/or Religious Diets or Meals. The menu rotation must be at least every four weeks.

A registered dietician must approve all menus and a copy of each new menu forwarded to the Director of Institutions for approval. Should these be disapproved the contractor will be notified in writing of necessary changes. A registered dietician or nutritionist shall review the master menus including modified menus at least annually or whenever menu changes substantially. The Director of Institutions shall receive a copy of annual review reports. Costs associated with providing dietician services is the responsibility of the contractor.

During negotiations DOC and the contractor agreed to enhance the variety of food offered to Alaskan prisoners. It is agreed that fresh fruit will be provided at least 12 times per month, ground beef instead of turkey at least 4 times per month, and cubed beef at least 3 times per month. The cost for this enhanced menu is included in the daily per diem rate. DOC and the contractor also agree that if meals are provided to CCA staff it will be done at no additional expense to DOC.

G. Facility Supplies

The contractor will provide facility supplies which includes general hygiene items, towels, linens, office and building cleaning supplies.

4.14 Health Care Services

Overview of Prisoner Health Services

The contractor will be responsible to provide all on-site and to coordinate specialty, hospital, and emergent necessary medical, dental, and mental health services of comparable quality to those available in the community. The most cost effective method of treatment to meet necessary medical needs will be used, however the primary basis for any medical decision shall be medical necessity and not cost.

Health services that are required to alleviate pain and suffering, including those procedures deemed necessary to aid in increasing the level of function throughout the prisoner's sentence shall be provided e.g. designated prosthetic devices as approved by the Health Services Administrator or designee. Health care services to improve cosmetic appearance or to permit functioning at levels not directly related to rehabilitation, services for conditions that were long standing prior to incarceration and not deemed necessary to alleviate pain and suffering will not be provided. (See Alaska Prisoner Health Plan – DOC Policy 807.02 Attachment A that defines these services in detail). Experimental and unconventional treatments are not permitted. Medical services will not be denied if they are necessary to enable a prisoner to participate in or benefit from rehabilitative services. If there are questions or disputes regarding level of service or authorization for services, Alaska Department of Corrections policies will prevail.

All services provided by health care personnel other than a physician (Medical Doctor or Osteopathic Physician), dentist, psychiatrist, psychologist, optometrist, podiatrist, physician's assistant, or advance nurse practitioner, must be performed pursuant to written, direct orders

by personnel authorized and/or licensed to give such orders. Any judgment matters will be referred to the physician.

Medical services and access must be available 24-hours per day. The contractor is responsible for all routine on-site health care costs and procedures. Prisoners are not authorized to pay for their own medical care. All medically necessary care shall be provided by the contractor. A medical co-pay program is required consistent with DOC Policy 807.07, Prisoner Responsibility for Health Care.

The State shall not be obligated to pay for costs of medical treatment or transportation due to contractor error: i.e. return trips required because contractor failed to send x-rays or file information with prisoner the first trip visit or in the case of contractual relationships between the State and Health Networks through failure of the contractor to adhere to follow the set out procedure for notification of appointment cancellations.

Except as set out below, no treatment, non-routine examination or procedure may be undertaken without first obtaining the informed consent of the Prisoner. Informed consent is the agreement by the Prisoner to the treatment, non-routine examination or procedure after being provided the material facts regarding the nature, consequences, risks and alternatives concerning any proposed treatment, non-routine examination or procedure. Informed consent may be dispensed with at the discretion of the treating health care provider when the medical condition of the Prisoner (i.e., emergency) or public health concerns (e.g. communicable diseases) require immediate intervention, or when the Prisoner lacks the capacity to give consent as determined by a physician. Informed and documented refusal is required respectively for all situations in which the health of the prisoner may result in a risk of death or serious medical consequence as judged by a licensed physician.

A. ADMINISTRATIVE SERVICES

The contractor shall have in place, 60 days after award, the administrative components and operational policies and procedures necessary for continuing compliance with contract specifications and maintenance of accreditation status. The Alaska DOC reserves the right to review and approve policies and procedures of the contractor in any areas affecting the performance of its responsibilities under law.

The contractor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Alaska DOC medical director or designee. This includes, but is not limited to medical, security-related and personnel issues that might adversely influence upon the delivery of health care services. The contractor shall notify the Alaska DOC Health Services Administrator or designee within 12 hours concerning all cases of serious illness or injury, all hospitalizations and all deaths. Contact numbers and methods will be finalized at the time of the contract award and will include telephone and facsimile numbers as well as e-mail addresses.

The contractor shall assign a central office or regional manager medical professional who shall be responsible for monitoring the performance of all health care personnel rendering patient care. This person shall have the direct authority to solve administrative and other operational problems encounters.

During negotiations, DOC and the contractor agreed that all decision making related to medical services will be made on-site at the lowest level of authority possible. If the decision must be moved upward to a higher level of authority it will be done as timely as possible.

1) **Contracts & Reimbursement for Off-site Medical Services**

Provisions must be made for prisoners who require radiology, consultant and/or physical therapy services. All contracts for which the State of Alaska is responsible for payment must be approved by the State's Health Service Administrator or designee. The State reserves the right to negotiate directly for services with community-based specialists, hospitals and health maintenance organizations to obtain the most favorable rates available for care. In the event the State chooses to exercise this option, the contractor agrees to assume responsibility to assure transport and access as required for these off-site specialized services and in-patient hospital care.

Except in an emergency, when, in the contractor's medical staff's best judgment, out of facility medical, mental health, or dental care or treatment will exceed \$250, the contractor agrees that its medical staff shall notify the State of the nature of the illness or medical condition, recommended course of treatment, and the estimated costs thereof. A standardized request format shall be provided by the State. The State may authorize treatment outside the correctional facility at its expense or, at its option, return the Prisoner to its jurisdiction for the required medical, mental health, or dental treatment. The contractor agrees to utilize the "Health Care Request" form as provided by the Department, or a State approved alternative, for all non-emergency service and care approvals.

2) **Mechanism for Pre-Approval & Off-Site Medical Services**

All off-site consultative requests estimated to exceed \$250 shall be reviewed and signed or counter-signed by the contractor's physician unless specifically waived in writing by the Alaska DOC. For example, in cases of planned preventive care (eg. Follow-up on laser treatment for a diabetic) a listing of exclusions may be developed and discussed with contractor that waives this requirement. Upon written Department agreement, certain requests may be delegated to a mid-level health care practitioner in the interest of simplifying operating procedures. In the absence of an emergency, the State shall not be obligated to reimburse the contractor for the cost of any additional care or treatment undertaken without the prior approval of the State.

Additionally, the State shall not be obligated to reimburse the contractor for procedures or consultations deemed "unnecessary or inappropriate" based on prevailing community medical standards. This includes all experimental treatments, non-FDA approved utilization of pharmaceuticals and other medical interventions that are not supported by evidence based medicine. (Examples include but are not limited to: Routine endoscopic screening for treatment with Proton pump inhibitors, Annual "screening" chest x-rays for asymptomatic persons with prior treatment for disease or a positive PPD, screening interventions that occur outside of the recommendations of the "US Preventive Services Task Force" (most recent recommendations) available on the world wide web at: <http://www.aahr.gov/clinic/uspsf.htm>. Upon request in writing from the contractor to the DOC's Health Services Administrator or Designee, may undertake on a case-by-case review to consider a waiver for the recommended

intervention and/or medication utilization, which may be granted on a discretionary basis. Both the request and approval shall be in writing with a copy to the medical record, including the DOC decision process.

The State agrees to reimburse the contractor monthly for the medical services and expenses for which the State is responsible under this section. The contractor shall provide invoices to the State for such costs and agrees not to add additional administrative charges for reimbursed costs. Billings for medical services are to include diagnosis and explanation of services provided. This includes in the case of all non-contractual Health Network billings, "Proof-of-Service" documentation consisting of procedure reports, lab and radiology reports, pathology reports and hospital admitting and discharge summaries, Emergency Department reports, etc. These shall be sent to the Inmate Health Care section at the Anchorage Central Office and filed in the medical chart. **No payment shall be rendered until this information has been received.** In the instance of Contractual Health Network, the contractor shall be responsible only for assuring receipt of the pertinent medical information and filing it in the medical chart. They will not be responsible for providing copies to the Alaska DOC in these instances.

Referral of the Prisoner for specialty or consultative services will be submitted to Alaska DOC for approval within 3 working days of referral. For urgent (non-emergent consultations) a departmental (DOC) physician or other designated health practitioner will be available for discussion during regular weekly working hours. The request will state the priority of the needed service and provide all necessary background information so that an informed medical judgment can be made to approve or deny the requested service.

Consult or referral acuity shall be specified according to medical need

- **Emergency & Life Threatening** - sent to DOC via fax or telephone call to the on-call person, but the contractor shall act immediately without waiting for DOC response.
- **Urgent** - will need to be seen within one week.
- **Moderate** - will need to be seen within one month.
- **Routine** - will need to be seen within two months.
- **Other** - As specified by the requesting medical personnel.

3) Prisoner Health Grievance Procedure

Prisoners shall be allowed to file health grievances with the contractor's Standards Compliance Officer. The contractor shall ensure that health grievance forms are available and that grievance procedures are posted in all housing units.

The contractor's medical department shall respond to grievances regarding medical issues. The contractor's Standards Compliance Officer shall forward a medical grievance to the medical department after it is recorded in the Alaska Unit Prisoner grievance logbook.

All prisoner health related grievances must be handled in accordance with DOC Policy 808.03 Prisoner Grievances, 807.02 Access to Health Care Services, and 807.07 Prisoner Responsibility for Health Care.

4) **Infectious Diseases / Infection Control Program**

An infectious disease program must be in place to monitor prisoners with HIV, TB, Hepatitis (All types), etc. All instances of reportable conditions or diseases (Details to be provided by DOC at the time of contract award) as mandated under Alaska State Law as reportable to the Alaska Department of Health & Social Services must be reported to the Alaska DOC, regardless of the requirements of the contractor's State Department of Health.

B. HEALTH PHYSICAL PLANT, OPERATIONS & LOGISTICAL SUPPORT

The contractor shall provide adequate clinical space for the efficient functioning to provide care for the number of prisoners housed at the facility. Beds in the Medical Segregation Unit will be increased proportionally as the number of prisoners increases.

The area/s providing prisoner health must be secured with a controlled door. Access must be limited. All prisoners who are assigned to work in the area must be strip searched before leaving the area. A procedure must be in place to account for all contraband.

Correctional staff must be assigned to the area (i.e. designated medical posting) to assist medical staff and observe medication dispensing. The institution shall designate adequate security staff for this purpose. One shall be assigned to supervise medical clinics, sick call, scheduled clinics, during emergency medical care, for dental care and administration lines. The other for escorting Prisoners to medical services as a "Medical Posting" correctional officer must be assigned to assure access to medical services. This is for the case of 500 Alaskan prisoners that with population growth may require increased officer coverage to assure functioning.

1) **Medical Segregation Unit**

At a minimum, the contractor shall provide for a four (4) bed single celled separate segregation unit (located in close proximity to or within the primary clinical suite). These beds must have the necessary health personnel staffing to monitor prisoners housed there. It is not intended that these will be utilized on an on-going basis for seriously ill patients or those who are chronically disabled, rather for observation and short-term management pre and post procedures and simple stable limited medical problems such as IV antibiotic administration. Seriously ill prisoners requiring regular 24 hour intensive monitoring (regular nursing, i.e. 2 hour vital signs or greater in frequency) for more than 24 hours shall be assessed by the site physician for appropriateness of maintenance in the unit or need to transfer to a hospital. The facility must have at least one (1) negative air pressure/ isolation room in the unit. All prisoners requiring 3 (three) or more consecutive days in this unit must be reported to the Health Services Administrator. An electronic log (i.e. Spreadsheet or relational database) of infirmary utilization must be maintained to include the name of prisoner, unique identification number, diagnosis, dates of stay, and disposition at discharge (i.e. general population or hospital admission, etc.).

2) **Transportation & Security Coverage outside of facility.**

The contractor shall provide security and transportation to and from the facility for all scheduled medical appointments, court appointments, and emergency medical care (including ambulance and emergency air lifts), at its expense. The contractor shall also provide at its expense, security and transportation from the facility to and from a designated airport utilized for transferring Alaska prisoners to the contractor. Said airport to be agreed upon by both parties.

The State shall be responsible for out of facility medical costs in connection with hospital admissions to a hospital or long-term care facility. The contractor shall bear the costs for security related to all ER visits and hospitalizations, regardless of duration.

The State shall provide transportation from Alaska to and from the designated airport and shall be responsible for all costs related to this transport.

If the State enters into a specific contractual relationship with community health care entities, the contractor shall selectively utilize this line of referral and coordinate care in the scheduling and referral of Alaska prisoners.

C. Personnel & Staffing

A minimum staffing pattern that assures the provision of on-site RN coverage with appropriate on-call backup coverage is mandatory 24 hours per day. (See staffing plan Appendix F)

The designated staffing plan and any subsequent changes must be approved by the Health Services authority for the State. CCA shall make medical personnel available to Alaskan prisoners for the total hours required for Alaska by Appendix F. Only time spent in direct patient care and activities directly related to the care of Alaskan prisoners will be considered counting towards meeting compliance.

Full-time is defined to mean the employee or subcontractor is working 40 hours per week. These are referred to as a full-time equivalent (FTE) positions. These hours may be accomplished on a "flexible" schedule to maximize efficiency. Contractor shall cover periods of absences caused by vacations, holidays, and sick leave.

If students or interns are utilized, they must have direct supervision and not work beyond their level of training or ability. They may not be counted as FTEs.

Minimum Staffing Levels. The contractor shall provide the full complement of the following medical, dental, and mental health staffing levels.

The per diem rate of base compensation in this contract shall reflect the minimum complement of staff as stipulated in Appendix F. This includes the number of Full-Time Equivalents (FTEs), the credentials, and the distribution of staff. The contractor is responsible for assuring that all the required registrations, licenses and credentials associated with the operation are active and in good standing. All personnel supplied by the contractor will be appropriately licensed in the State of location of Alaskan prisoners. In each case, they must hold an "unrestricted license." This includes but is not limited to medical, dental, physician assistant,

nurse practitioner, nursing and other licenses, DEA numbers and registration with the appropriate State Boards. The contractor's contractual relationship with physicians, mid-levels, and dentists shall provide for support of Continuing Medical Education (CME) activities either by direct monetary supplementation or providing paid "compensatory time".

The contractor agrees to provide 24 hour, 7 (seven) days per week access to the contractor's Medical Director and/or designee and the contractor's Regional Administrator and/or designee.

In the event of a health care vacancy, Contractor will provide the State with the applicable salary information for the purposes of monetary penalties. Computation of health care vacancies will utilize this information for assessing monetary liquidated damages. (See Appendices F and G).

The following credentials shall be on file with the contractor on-site at the facility housing Alaskan Prisoners. Access to and Copies of the items shall be provided to the DOC upon request:

- Current professional licensure
- State Controlled Substance registration and DEA authorization
- Insurance Coverage and claims history (prior 5 years)
- Education / Training: Medical school/Graduate school, internships, residencies, fellowship, other clinical training, Foreign Medical Graduate
- Board Certification (Specialty) / Post-graduate training certificate/s
- National Practitioner Data Bank (NPDB)
- Federation of State Medical Boards (FSMB)
- Professional Organizations (Memberships)
- Hospital/Institutional Affiliation (previous 5 years)
- Signed attestation from the applicant
- Up-to-date resume or curriculum vitae

Medical Staffing Vacancies. The contractor must fill the staffing pattern as outlined in Appendix F within thirty (30) days of the service commencement date. The contractor must maintain the specified staffing levels throughout the term of the contract. For "key positions" to ensure the delivery of clinical care which are defined as the contractor's Medical Director, Health Administrator at the facility is 1.0 FTE or less, these positions must be covered at all times as required by the staffing pattern or by overtime or locum tenens. Any vacancy in a key position such as that which occurs by resignation or termination of a person on contractor's payroll, shall be filled by contractor within one hundred twenty days (120) with a person placed on the contractor's payroll on a permanent or long-term basis and who is approved by the DOC Health Services Administrator.

For all other positions delivering clinical care, which are defined as physicians other than those in key positions mid-levels and nurses, these positions must be covered at all times as required by the staffing pattern or by overtime or by contractor adjusting assignments among other staff. Provided, however, any vacancy in these positions providing clinical care such as that which occurs by resignation or termination of a person on contractor's payroll shall be filled by the contractor within ninety (90) days by a person placed on contractor's payroll on a permanent, long-term or temporary basis and is approved by the AK-DOC.

As to positions for staff not delivering clinical care, all vacancies such as that which occurs by resignation or termination of a person on the contractor's payroll shall be filled within sixty (60) days. In the meantime, these positions may be covered by overtime, temporary employment, or by contractor adjusting assignments among other staff.

If the contractor fails to fill a position as required or within the specified time-frame, the monetary liquidated damage shall be equal to one and one-half (1 ½) times the daily value of the salary and benefits for the position for each day the position is not filled.

D. MEDICAL DISASTER

The contractor will provide a disaster plan. The Medical Disaster Plan shall include, but not be limited to the following:

- Communications system;
- Recall of key staff;
- Assignment of health care staff;
- Establishment of command post;
- Safety and security of the patient and staff areas;
- Use of emergency equipment and supplies;
- Establishment of a triage area;
- Triage procedures;
- Medical records - identification of injured;
- Use of ambulance services;
- Transfer of injured to local hospitals;
- Evacuation procedures (to be coordinated with security personnel);
- Practice drills

Personnel at the other institutions shall be ready, if necessary, to assist the institution experiencing the emergency.

E. CONTINUOUS QUALITY IMPROVEMENT (CQI)

The contractor shall institute a program of Continuous Quality Improvement (CQI) and Professional Peer Review at the contract site, which will include, but not be limited to, audits and medical record review. Physician peer review shall occur no less than annually per NCCHC standards. During negotiations, CCA's CQI policy was approved as compliance with the requirements described herein. Within six (6) months of the service commencement date, the contractor must provide evidence that a CQI Program is in place to include monthly meetings of the CQI committee. The CQI program must include both process and outcome studies and must cover all aspects of care provided. The CQI program must use multi-disciplinary committees and must involve all health care staff during the calendar year. Mortality review and evaluation of off-site care must come under the scope of the CQI program.

The contractor shall perform monthly medical evaluations that track certain statistics as defined by the Health Services Administrator or designee. Formal "audits" using a standardized data entry sheet that focuses on clinical outcomes and CQI issues will occur

thrice (3 times) yearly. The parameters and format will be provided following a discussion between Departmental and contractor administrative health personnel. Final approval shall be by the Department of Corrections. Parameters evaluated shall include both process and outcome measures. Department of Corrections will perform similar audits at its discretion. In addition, The contractor shall conduct quality assurance procedures including chart-reviews by nursing staff to assure that practitioner orders are taken from the charts by nurses, necessary follow-up care is provided, and medications are continued as prescribed. A physician (site or regional medical director) shall conduct chart reviews on a regular basis to review care provided by mid-level practitioners and nurses. At a minimum, the physician shall review the monthly percentage required by NCCHC standards/state law (whichever is more stringent) of charts of prisoners attending chronic care clinics that are evaluated by mid-level practitioners or who were rendered emergent care by mid-levels.

The contractor shall establish a Utilization Management Program for off-site referrals including subspecialty and inpatient stays. The Program must include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning and prior authorization of targeted procedures. The Utilization Management program must demonstrate that access to services is appropriate and timely. Included shall be assessment of appropriate follow-up following hospitalizations.

The contractor shall establish and present to the Alaska DOC Health Services Administrator a mortality review process for final approval. The Alaska DOC must be informed as soon as feasible of any death regardless of circumstances and no later than 24 hours after the event. A preliminary report of the mortality review shall be submitted by the site Medical Director or Regional Medical Director to the Alaska DOC Health Services Administrator or designee within 72 hours of the prisoner death.

F. PRISONER RECEIVING AND DIAGNOSIS FUNCTION

The contractor shall provide a health evaluation of all new prisoners, in accordance with the 2003 National Commission on Correctional Health Care Standards for Health Services in Prisons (as revised). The contractor shall provide at a minimum:

1) All Intakes

Physical examination, clinical testing (standardized and as medically indicated) and medical and dental classification according to condition need and work capability. Included will be the recording of weight, height, blood pressure and temperature.

2) Intake Screening / Physical Examinations

Contractor will provide intake screening as soon as possible upon arrival, but not longer than 72 hours. Physical exams, age appropriate exams, any sick call issues, and chronic clinic (if appropriate); will be provided in accordance with NCCHC standards or as determined by the facility physician, whichever standard is higher.

3) Emergency Care

Medical staff must be trained to treat emergencies to include CPR with up-to-date certification. Access to care must be available within the Facility within 4 minutes.

Emergency transport must be available within 20 minutes. A written mass casualty plan must be established and annual drills conducted.

4) **Age-Based & Clinically Indicated Testing**

CCA will provide laboratory and ECG testing when indicated, based on evidenced-based medicine. PPD will be given upon intake and annually utilizing the U.S. Department of Health and Human Services/CDC guidelines, titled: Controlling TB in Correctional Facilities. The pneumococcal and influenza vaccine will be given to high risk prisoners.

5) **Provision of Health Education shall consist of the following:**

The contractor shall develop, subject to Department approval, a personal health education program minimally utilizing posters and pamphlets. To further this health education process, formal sessions shall be made available based on the assessed educational needs. All program materials must be provided at the appropriate literacy level of the individual prisoner. Program materials will be provided to the DOC Health Services Administrator for review, upon request. Selected topics for these sessions may include, but are not limited to:

- **Orientation to Health Services and access to health care**
- **Personal hygiene;**
- **Stress management;**
- **Tuberculosis, hepatitis and other infectious and communicable diseases;**
- **Prevention of HIV infection and other sexually transmitted diseases.**
- **Diabetes;**
- **Hypertension and Cardiac disease;**
- **Adverse affects of tobacco use and effects of alcohol and psychoactive drug use;**
- **Positive effects of physical activity and a healthy diet;**
- **Prevention of dental and periodontal disease;**

G. Primary Medical Care

The contractor shall provide on-site primary and preventive health care services in accordance with the National Commission on Correctional Health Care Standards for Health Services in Prisons (2003 Edition, as updated) at each institution covered by this agreement. The contractor shall provide on-site primary health care and preventive services to include the following:

1) **Triage and screening:**

The contractor's medical personnel (an RN or higher-level health professional) shall screen written requests for health care within 24 hours of receipt of such requests to determine whether a prisoner needs referral to nursing sick call or be examined if indicated by a mid-level practitioner or a physician. If it is determined from the above screening or at nurse sick call that the prisoner needs an examination by a higher level practitioner, such examination shall take place within 72 hours of the receipt of the written request, or sooner if necessary. The time, date, and signature of the medical

personnel who performed the screening or sick call and any examination shall be noted on the Prisoner's written request and the request shall be placed in the prisoner's medical record.

Any unresolved diagnostic or therapeutic problems shall be referred to a mid-level provider or to the physician. Any prisoner presenting for the third time with the same unresolved complaint shall be scheduled to see the physician at the next sick call.

2) Sick call

Sick call must be held daily and conducted by a physician nurse (RN) or mid-level (PA or ANP) within one (1) day of their request and shall be available exclusively to Alaska Prisoners at specified times which are posted in all Alaska housing units. Nurses must follow established protocols. If performed by a nurse and referred to a mid-level provider, they must be seen with three (3) days of the referral. If referred to a physician, they must be seen within five (5) days of the referral. Any prisoner presenting with a persisting or undiagnosed problem or complaint three times to health personnel must be referred to a physician for evaluation. A process must be in place for the prisoner to request care as well as a process for referrals from non-medical staff. All prisoners presenting three (3) times with the same unresolved complaint shall be evaluated by a physician within 48 (forty-eight) hours of the third presentation or sooner depending on clinical indication.

The contractor's sick call under this contract shall be conducted by a physician or other qualified health care personnel. The specified minimums are:

Sick call minimums:

- Prisoner must be seen in Nurse Line within 24 hours of the request.
- Prisoner must be seen by a mid-level practitioner within 72 hours of referral.
- Prisoner must be seen by physician within 120 hours of referral.

Housing assignments, program assignments, disciplinary measures, and transfers to or from facilities regarding any Prisoner diagnosed as having a significant medical illness or condition must be approved by responsible health care personnel. Health care personnel may only disapprove such actions for sound medical reasons. Segregation for non-medically valid reasons is not permitted. All medical segregations shall be recorded in a separate log that includes name, identifying information, dates and reason for segregation. Review and evaluation of this log shall be included in the CQI program described herein.

3) Post Hospitalization and Emergency Room evaluation

All prisoners regardless of clinical diagnosis who are transported to an outside health care facility on an emergent basis (eg. Emergency Departments, ambulatory care centers, day surgery centers or hospitals) must be evaluated as soon as possible upon their return by whomever is available (RN, LIP, or Physician). Prisoners being released from the hospital must be seen by a Physician, and if not seen immediately they must be seen at the first available appointment possible. Documentation of this evaluation is mandatory and must dated, timed, and signed by a physician.

4) Non-Medical Segregation Units

Procedures must be in place to ensure that prisoners are given a medical evaluation at the time they are placed in segregation. Thereafter, rounds in areas of segregated prisoners must be performed daily by medical staff. An area must be available to provide direct supervision of segregated prisoners if medical or mental health conditions warrant. Restraints may be used only if authorized by the Warden and the Facility Health Care Authority. A higher level practitioner (mid-level or physician) must visit the "locked-down" areas of a facility at least once each week.

H. SECONDARY MEDICAL CARE SERVICES

The contractor may be required to make referral arrangements with specialists for the treatment of those prisoners with health care problems that may extend beyond the primary care services provided on-site. Alternatively, the Alaska DOC may opt to contract directly for these services. The contractor agrees in these instances (Direct Alaska DOC – Specialist contracts) to selectively refer and utilize these services. All specialists must be Board Certified or qualified in their respective specialty.

The contractor shall arrange for specialty clinics to be conducted on-site at the various institutions whenever practical. The contractor shall be responsible for the acquisition and delivery of all supplies used or ordered by the specialist, (Depending upon Alaska DOC Departmental approval) including: recommended prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, etc. When invoices for properly approved supplies are provided, the Department shall reimburse the contractor for the cost.

Contractor shall endeavor to consolidate the scheduling of appointments and services for prisoners with community physicians, hospitals and other health care providers and services to minimize the impact upon security staff, and available vehicles.

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the consultant and the primary care physician within 24 hours of the consult. Each activity must result in a legible report in the prisoner's medical record within 72 hours of the encounter. When a patient is returned to their resident institution, the contractor must place a written report in the medical record based upon a discussion with the off-site consultant that contains the following:

- Reason for the consult (subjective)
- Appropriate exam/lab findings (objective)
- Diagnosis (assessment) including specific recommendations
- Discharge plan(s) as appropriate
- Follow-up appointment (if necessary).

I. TERTIARY MEDICAL CARE SERVICES

Contractor shall be responsible for assuring access to all necessary hospital and consultant services for prisoners according to any agreement that the Alaska DOC negotiates with an outside health entity. The DOC will be fiscally responsible for all hospital and consultant services. The contractor will be responsible for all transportation and off-site security. The timeline for submissions for reimbursement must comply with the stipulations as established

by the DOC Health Services Administrator or designee or penalties will be imposed, (Up to and including non-reimbursement for billings that are tendered beyond the 120-day limit from service delivery). When the State has a contractual relationship with the entity providing elective health services that directly bill the Alaska DOC, the contractor is responsible only for obtaining pre-authorization for services and clinical follow-up but not for billing. The contractor shall preferentially negotiate with local health entities in the event that the Department is unable to do so or maintain a "preferred" provider relationship with a health entity that is in close proximity for the purpose of emergency transfers. If it is not possible to negotiate a competitive rate or other logistical problems occur, the contractor may negotiate with other health care systems or hospitals providing a similar level of services, subject to Alaska DOC final approval.

J. EMERGENCY MEDICAL SERVICES

The contractor shall be responsible for health care delivery on a 24-hour basis. In the event of an emergency, Health Services staff will be expected to provide on-site emergency interventions. All ambulances utilized shall be equipped with life support systems and shall be operated by personnel trained in life support that are certified by the State of location. Contractor shall be responsible for all emergency transportation and security costs and will coordinate all emergency transfers with security staff. In any case where the Shift Commander or designee has determined that a prisoner needs medical attention and cannot travel to the institution's infirmary, appropriate medical personnel, i.e. physician, nurse, nurse practitioner or physician's assistant will render immediate health care to the prisoner at his/her current location.

DOC shall be responsible for all medical costs and expenses that are emergent and utilize local resources.

The facility will have a defibrillator and an emergency crash cart in order to provide all interventions described by Advanced Cardiac Life Support (ACLS) protocols. The Medical Director or the responsible physician must be ACLS certified (up-to-date) and all licensed health care staff will be Basic Cardiac Life Support certified (up-to-date). The institution will conduct an unannounced "mock code" with complete documentation at least quarterly.

The contractor shall ensure availability of emergency treatment through predetermined arrangements and will develop a plan and agreements with off-site facilities for referral of all emergencies that cannot be treated on-site. All emergencies requiring a "911 call" or its equivalent will be reported to the DOC Health Services Administrator or designee within 24 hours with documentation that includes the elapsed time between the call for assistance and the arrival of trained personnel. An on-site log of all such calls will be maintained at the facility for review by the Alaska DOC.

NOTE

Required Follow-up on Serious Medical Concerns:

ALL prisoners who are hospitalized must be seen by a physician, LIP or RN immediately upon return to the facility. If the prisoner cannot be seen immediately by a physician, he should be seen by the physician at the first available appointment possible.

ALL prisoners sent to the Emergency Department must be evaluated by an RN, LIP or physician as soon as possible upon return to the facility by whomever is available.

K. ORAL HEALTH CARE PROGRAM

The contractor shall develop and implement an oral health care program consisting of diagnostic, preventive, restorative and rehabilitative services. The oral health program shall be directed by a clinical dentist with proven administrative competence and preferably with experience in a correctional setting. The Dental Director shall plan, organize, staff, direct, evaluate and represent the oral health care program in accordance with the level of care approved by the Alaska DOC. The oral health program shall provide for the basic oral health needs of the prisoner population through the diagnosis of existing oral conditions, services for the relief of pain and elimination of infection, preventive measures to avert the need for restorative procedures, to maintain optimal oral health and to restore adequate function and mastication. Prisoners must be screened within fourteen (14) days of intake and provided an initial exam sixty (60) days after screening.

Emergent services must be provided within 14 to 72 hours and routine care within 60 days of the prisoner's request. The provision of these services shall be prioritized in a manner that approximates the following:

- Emergency services for the relief of pain, bleeding, infection, trauma, etc.
- Diagnostic services and documentation.
- Essential oral surgical services.
- Conservative treatment of the periodontium to include oral hygiene instruction, scaling and root planing.
- Conservative restorative services employing amalgam, composite and stainless steel crown procedures.
- Prosthetic appliances necessary to replace the incising and masticating functions.

The contractor shall be responsible for maintaining the existing oral health equipment in ideal working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; and providing quality services at a level consistent with local community standards for dental care.

L. MENTAL HEALTH SERVICES

The contractor shall assure that mental health professional services are available and shall ensure that if it is indicated that a prisoner is suffering from mental illness or is in need of immediate mental health care, the prisoner shall be referred for evaluation and diagnosis by a clinical psychologist or psychiatrist that meets state and/or national certification. A Psychiatrist shall be on call 24-hours daily, seven days a week and present on-site on an as needed basis a minimum of 16 hours per week.

Mentally ill prisoners shall be offered psychological or psychiatric treatment if a health care provider, exercising ordinary skill and care, concludes with reasonable medical certainty that the prisoner's symptoms indicate a serious mental illness or injury; treatment could cure or substantially alleviate the disease or injury; and delay or denial of care could substantially harm the prisoner. A contract or an employee relationship must be in place with a trained (Board-qualified or Certified) psychiatrist to prescribe and monitor psychotropic medications.

Emergent Care

Emergency requests (from prisoners and staff) for mental health intervention (exhibiting behavior indicating imminent danger to self or others and/or grave disability) are to be evaluated by a qualified mental health professional as soon as practicable or within 4 hours of referral. On-call psychiatric services must be available 24-hours per day to assist medical staff in the management of acute mental health needs. In lieu of on-site evaluation, transport to an emergency department capable of evaluating and treating acute psychiatric symptoms is an acceptable alternative.

Urgent Care

Urgent requests for intervention (prisoner exhibits unstable behavior, displays signs and or symptoms indicating a risk potential for harm to self or others) must be evaluated by a licensed, qualified mental health professional within 24 hours.

Routine Care

Routine requests for mental health care (stable condition, prisoner requests an appointment) are to be evaluated by a qualified mental health professional within five (5) working days.

1) **Suicide Prevention & Training**

A suicide prevention policy must be in place and annual training provided to all prisoner health and security staff. All reports of Alaskan prisoners put on Suicide Precautions shall be reported to the DOC Director of Institutional Mental Health or designee within 24 hours.

2) **Involuntary Medications**

If required in an emergency to prevent the prisoner from causing injury to self or others, or due to grave disability, emergency medication administration may be authorized by the psychiatrist or, in the absence of the psychiatrist, by a medical physician with prescriptive authority. This emergency order must be reviewed by the psychiatrist or on-call psychiatrist within 24 hours.

Medical staff shall seek State input on the triage and assessment of a prisoner prior to continuing that prisoner on involuntary psychotropic medications. Policies must be established for the ongoing administration and review of involuntary medications. All reports of Alaskan prisoners put on involuntary medications shall be reported to the DOC Director of Clinical Psychiatry and/or Director of Institutional Mental Health within 24 hours.

3) **Mental Health Treatment Plans and Medications**

A psychiatrist must review all uses of psychotropic medications at least every three months for clinically stable patients and at least monthly for patients undergoing medication adjustment or with active mental health problems. All new psychotropic medication prescriptions must be conveyed to the State to assure appropriateness of treatment and/or placement in the contractor's facility.

At a minimum, monthly treatment teleconferences shall be held between the contract facility mental health staff and that of the State, unless otherwise instructed by the State.

4) Therapeutic Restraints

The contractor may only use therapeutic restraints or seclusion to control prisoners who have threatened to injure themselves, who exhibit self-destructive behavior, or who pose imminent danger to themselves or others because of their uncontrolled behavior. The use of therapeutic restraints and seclusion together shall only be prescribed when no acceptable alternative exists. The contractor shall treat all prisoners in the least restrictive fashion that is consistent with their requirements for treatment and safety.

The use of physical restraints or segregated housing shall not be used in lieu of counseling or other psychiatric services for a prisoner suffering from a mental illness unless part of a treatment plan prescribed and reviewed monthly by a qualified mental health professional, or unless in an emergency.

All use of force incidents, including physical and chemical restraints for therapeutic purposes, shall be reported to the DOC Director of Institutional Mental Health or designee within 24 hours.

M. ANCILLARY AND OTHER MEDICAL CARE SERVICES

1) Laboratory Services

The contractor must assure Clinical Laboratory Improvement Amendment (CLIA) compliance as required for all in-house laboratory services. The contractor shall enter into a subcontract for all laboratory services that cannot be provided on site. Laboratory services must include a provision for "Stat" work and "critical level" abnormalities with results provided within six (6) hours after the specimen is obtained. A written report shall follow.

Concerning subcontracting with a clinical laboratory the following shall apply concerning services and capabilities:

- Provision of all Laboratory supplies;
- Pick-up and delivery on a daily basis, Monday through Friday;
- Printer or computer to provide test results installed at each Clinical Site;
- Reporting capability within 24 hours; and
- Phlebotomy services as currently provided and specified.

Contractor or its subcontracting laboratory shall comply with national and State's recommended analytical methods/procedures.

Contractor or its subcontracting laboratory shall be capable of providing the level of reporting required for purposes of quality improvement and utilization review.

2) Pharmacy Services

Pharmaceutical services will be provided in accordance with the 2003 National Commission on Correctional Health Care Standards for Health Services in Prisons, as updated. At a minimum, the contractor shall be responsible for the administering, and in compliance with State Pharmacy regulations "dispensing" of medications ordered by the contractor employees. The contractor shall utilize their formulary that is effective at the time of contract commencement. Any future proposed changes to the contractor's formulary shall be submitted to DOC for review and approval prior to implementation. In the provision of pharmacy services, the contractor shall comply with all state and federal laws.

The contractor shall be responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals including psychotropic medications. At the discretion of the DOC specific medications may be provided by the DOC pharmacy (this includes both formulary and non-formulary medications). The contractor shall be responsible for the administration of these and all medications.

The contractor's pharmacy shall be able to perform the following functions:

- **Maintain inventory, cost, ordering records for all pharmaceuticals including all over-the-counter medications dispensed by the pharmacy.**
- **Keep up-to-date patient drug profiles.**
- **Identify potential drug interactions for all ordered drugs**
- **Generate lists of prisoners on specific drugs and by prescribing practitioner.**
- **Identify any prisoner who is enrolled in a chronic care clinic.**
- **Generate lists of prisoners whose medications are within 7 days of expiration.**
- **Generate a listing of the most frequently prescribed drugs and the most expensive drugs prescribed within each institution must be immediately retrievable.**
- **Develop and implement a Continuous Quality Improvement (CQI) program for the pharmacy program demonstrating a knowledge and focus on outcome measures and indicators.**

Medication appropriate for self-administration must be dispensed in a "blister-pack."

The contractor will provide facsimile machines or computers to medical units that for pharmaceutical transmission orders. The contractor will be responsible for the costs and provision of the supporting technology.

3) Pharmacy Supplies

The contractor shall provide stock pharmacy supplies to ensure that Prisoners have an adequate and timely supply of medications and medical supplies in the facility. Medications prescribed must be available to the Prisoner within 48 hours of the time the prescription is written for "routine" non-urgent prescriptions, or as medically necessary within a timeframe deemed sufficient by the prescribing health care professional. Stock pharmaceuticals shall be available to assure timely delivery of necessary medications.

Medications must be available to prisoners in pill line three times per day and for segregated prisoners according to medical need. Medications must be available 48

hours after it is ordered for routine prescriptions and within 12 hours for more emergently required treatments.

Policies must be in place to ensure inventory control, appropriate dispersal based on physician's orders, and safeguards for handling medication. Hours for medication dispensing will be posted in all housing units.

The contractor is responsible for all costs associated with providing medications identified in the CCA formulary at the time of contract commencement. The cost for CCA to provide formulary medications is included in the daily per diem rate. The formulary will be reviewed each year to add items new to the market or are more cost-effective, or to delete obsolete or discontinued items, as deemed necessary by the parties.

The DOC will reimburse the contractor for all HIV, Hepatitis C, and non-formulary medications. Non-formulary medications will not be prescribed without written approval of the DOC. Non-formulary review and approval or denial must be accomplished within 5 (five) days of submission for non-emergent medications. If emergent, DOC will allow the contractor to prescribe non-formulary medications prior to approval, but written approval from DOC will still be required.

A standardized form and procedures will be established for requesting non-formulary medications. Non-formulary forms submitted to DOC will be reviewed and acted upon within 5 calendar days.

It is the intent of DOC Inmate Health Care that the total population transferred to the contractor's facility requiring psychotropic medication will be less than 10% of the overall population. If the population exceeds 10%, DOC will reimburse the contractor for the psychotropic medications required for those prisoners that were transferred after the 10% limit was exceeded.

4) Administration of Medication minimums:

- Pill call rounds will occur 3 times/day, 7 days/week for all general population prisoners.
- Pill call rounds will occur 3 times/day, 7 days/week for all segregation prisoners.

All prisoners prescribed psychotropic medications must be observed at pill line by health personnel unless specifically waived by the prescribing psychiatrist for "Keep on person" medicating.

All prisoners taking medications for a contagious or potentially life-threatening infectious disease will have their medications administered as "Directly Observed Therapy". (Eg. Tuberculosis, HIV-related infections and disease, bacterial endocarditis or severe soft tissue cellulitis, osteomyelitis, etc.) with appropriate documentation.

Over the counter medications will be made available to prisoners at commissary. OTC medications will also be provided by the contractor per the approved formulary.

Over the counter medications will be provided at no cost to the State if ordered by a health care provider or if the prisoner is indigent.

5) ECG Services

Routine ECG services shall be provided on-site by the contractor to include all equipment and supplies. Services shall include, but not necessarily limited to:

- Over-read by an appropriately qualified physician,
- Printed report of ECG with strip; and
- Equipment maintenance and service within 24 hours.

6) Radiologic Services

The contractor shall be responsible for the provision of all on-site and simple radiological studies. This includes plain films of long bones, chest radiographs, flat plates of the abdomen and skull films. Explicitly excluded are: CAT scanning, MRI, fluoroscopy, ultrasound and special studies). The contractor shall arrange with a radiology group to provide for the "over-reading" of all radiographs by a "Board-Certified" radiologist. The contract established must assure a turn-around time of 72 hours for all written reports. For procedures beyond the capability of the equipment on-site, the patient shall be referred to an off-site health care facility.

7) Optometry & Ophthalmologic Services

Provision of on-site ophthalmologic examination equipment shall be the responsibility of the contractor to reduce the need for off-site transports for these services. They must include the capacity to perform "Dilated Funduscopy Examinations" for screening for diabetic retinopathy. Eye examination shall be performed in accordance with the CDC, ACA, and Alaska DOC Standards of Care. A qualified optometrist shall examine prisoners with specific complaints, with referral to an ophthalmologist as appropriate. The delivery of an on-site optometry program must include all medically necessary eyeglasses. Prisoners who have 20/40 vision or better and at least one eye uncorrected with neither eye being less than 20/40 corrected will not be given glasses unless they are presently wearing glasses or have worn glasses during the last two (2) years. Prisoners must be evaluated for eye exams yearly upon request. Elective, non-urgent services must be provided within 60 days of the prisoner's request. Glasses must be provided within three (3) weeks of the examination.

Prisoners requiring the care of an ophthalmologist shall receive that level of care as medically necessary. An indication of need for further examination would be if the visual acuity is not at least 20/40, or if the intraocular pressure is above 20. Further, if a disease process such as diabetes requires additional follow-up or baseline ophthalmologic evaluation this will be done. All diabetics must be evaluated by a practitioner certified to perform a full dilated funduscopy exam and diagnosis retinopathy. Should therapy such as laser treatment be required, only an ophthalmologist can perform such treatment.

8) Physical Therapy & Rehabilitative Medicine

The contractor shall provide a full range of physical therapy and rehabilitation services to prisoners as needed. Preferably, the care shall be rendered on-site, but in cases requiring higher-level services, appropriate referral and utilization of community based resources may be necessary.

9) Medical Records

Medical records will be provided and managed in accordance with the National Commission on Correctional Health Care Standards for Health Services in Prisons. The contractor shall be responsible for the maintenance, retention and the timely transfer of a complete, standardized "Problem Oriented Medical Record." The "SOAP" format for progress notes shall be used for all prisoner records. Additionally, the contractor shall maintain medical records in accordance with prevailing medical regulations for confidentiality, retention and access. Any alternative must be approved by the Corrections Department and medical records will be organized and maintained in accordance with Alaska DOC policies and procedures. The system must be overseen by the contractor's Health Services Administrator who is responsible for assuring the system and Departmental needs are met.

Standards for Medical Records

The contractor shall maintain medical records on paper and/or in electronic format (subject to Department approval) that is set forth in a timely, legible, current, organized manner, and which permits effective and confidential patient care and quality review;

The contractor shall have medical record confidentiality policies and procedures that implement the requirements of State and Federal law and policy and this Agreement;

The contractor shall establish, and shall require its practitioners to have, an organized medical record keeping system and standards for the availability of medical records appropriate to the practice site;

The contractor shall provide appropriate access to all prisoner medical records for purposes of quality reviews to be conducted by Alaska DOC or agents thereof, and that the medical records be available to health care practitioners for each clinical encounter.

Medical Records will include, but are not limited to:

- Problem list;
- Completed receiving screening form;
- Health appraisal data form and flow sheets;
- All findings, diagnoses, treatments, dispositions;
- Prescribed medications and their administration;
- Laboratory, x-ray and diagnostic studies;
- Signature and title of each documented;
- Consent and refusal forms;
- Release of information forms;
- Place, date, and time of health encounters;
- Discharge summaries of hospitalizations and off-site procedures and consultant reports;

- Health service reports, e.g. dental, psychiatric and other consultations;
- Medical classification transfer sheet.

All health care records prepared pursuant to this Agreement shall be the property of the Alaska DOC but shall be maintained in the sole possession, custody and control of contractor. Contractor shall not deny to the Inmate Health Services Administrator, or designee access to such records for examination and photocopying at no additional cost to the State. Requests to the contractor for medical records and/or information shall be made by the Department's representative(s), counsel for the Department, Alaska Attorney General's office, or the Department Health Services Administrator. Requests to the contractor for medical records must follow confidentiality requirements.

At the expiration of this Agreement or when prisoners are released from institutional supervision, all such records shall be delivered by the contractor to the Department. The contractor may make copies of those records at contractor's request and expense. Medical records include those recorded on paper, micro graphics, computer electronics, audio tapes, film, photographs, videotapes and any other recording medium.

Continuity of care is an important issue. For this reason, upon each transfer, an appropriate transfer summary to include an updated problem list, current medications, pending laboratory studies and current treatment plan must be documented in the chart at the time of transfer. The receiving institution will similarly record pertinent information in the chart to assure continuity of care.

Upon the expiration or cancellation of this contract, should the Department award the succeeding contract to a contractor other than the current contractor, all prisoner-related information either paper or electronic data shall be transferred from the current contractor to the succeeding contractor. All data generated under the terms of this Agreement remain the property of the Department. Other data files of a proprietary nature, not involving prisoners, remain the property of the current contractor.

10) Mental Health Records

Mental Health records must be kept in a locked area with controlled access. Records must be maintained in a manner consistent with community and professional standards, including compliance with federal regulations (HIPPA). Providers of mental health services will use DOC-approved forms for documenting clinical consultations with Alaskan prisoners. Copies of these consults shall be sent to the Mental Health department at Anchorage Central Office at least monthly. A complete copy of the mental health record shall accompany the prisoner upon return to Alaska.

11) Electronic Access to Inmate Health Care

The contractor will be a Beta site for the 10.0 upgrade to the Allscripts/Touchworks software which is being used at the CCA Florence Correctional Center. This upgrade will permit the remote electronic transmission of the inmate health record, access by the DOC for all Alaska inmate health records, and participation by the ADOC medical director and selected medical staff in the non-formulary and off-site approval processes. The vendor expects to have the product in Beta testing in July 2004 with a facility roll-out by the end of 2005. CCA will keep the DOC apprised of the

implementation and unless the vendor is not able to meet the time lines, CCA would expect to have remote access available to the DOC by January 2005. A hard copy of all electronic information will be made and placed in the DOC file when an inmate releases, transfers, or returns to Alaska.

N. SAFETY, SANITATION, AND INFECTION CONTROL

The contractor is responsible for training its staff and implementing the proper methods of handling, storage and disposal of biomedical hazardous waste. This includes needles, syringes and other materials used in the treatment of the prisoners. The contractor shall be responsible for maintaining compliance with all federal, state, and local infection control policies, procedures, guidelines and standards. The contractor shall be responsible for staff training, staff and patient protection devices, and other requirements mandated by law, rules, and regulations.

Infection Control: An infection program shall be implemented by the contractor, which includes: concurrent surveillance of patients and staff, prevention techniques, and treatment and reporting of infections in accordance with local and state laws. **Safety and Sanitation Inspections:** contractor shall participate in monthly safety and sanitation inspections of the institution food service, housing and work areas. Alaska DOC personnel will participate at the department's discretion. Contractor shall make appropriate recommendations for corrections of discrepancies.

O. SPACE, EQUIPMENT AND COMMODITIES

The contractor shall be responsible for ongoing maintenance, repair, and replacement of existing equipment to deliver the level of services described herein. The contractor shall be responsible for the procurement of all additional equipment required to provide the level of services defined for all facilities described in this contract.

The contractor will provide a medical library to include at a minimum a current medical dictionary, Physician's Desk Reference (PDR), Pharmacology Reference, NCHC and ACA standards, Joint Commission on the Accreditation of Health Care Organizations (JCAHO) Ambulatory Care Standards and other current (publication within the last 4 years) medical texts and books or journals as recommended by the CQI committee.

The contractor shall assure compliance with all OSHA guidelines and other State and Federal statutes concerning infection control and handling of infectious materials.

P. TELEMEDICINE

Telemedicine technology represents an opportunity to restructure the manner in which access to specialty consultation is provided to prisoners. As the potential benefits of telemedicine become evident, the contractor shall be expected to cooperate with the Department in the utilization of this technology dependent upon local access.

Q. DEPARTMENT RESPONSIBILITY CONCERNING PRISONER HEALTH

During the term of this contract, the Alaska DOC shall:

1. Provide contractor with information concerning each prisoner as appropriate.
2. Compensate the contractor as determined in final contract.
3. Monitor the effectiveness of contractor's Continuous Quality Improvement (CQI) program.
4. Provide for review and adjudication of prisoner grievances.
5. Provide data elements for contractor reporting.
6. Monitor data submitted by the contractor.

Note: Performance by the contractor shall not be contingent upon time availability of Alaska DOC personnel or resources with the exception of specific responsibilities stated in this contract and the normal cooperation that can be expected in such a contractual Agreement. The contractor's access to Alaska DOC personnel shall be granted as freely as possible. However, the competency or sufficiency of Alaska DOC staff shall not be reason for relieving the contractor of any responsibility for failing to meet required deadlines or producing unacceptable deliverables.

R. HEALTH SERVICES CONTRACT ADMINISTRATOR

The Health Services Administrator is, and his/her successor shall be, designated by the Commissioner of Department of Corrections. The Department shall notify the contractor of any changes in the identity of the Health Services Administrator. The Health Services Administrator is empowered and authorized as the agent of Alaska DOC to represent Alaska in all matters related to this Agreement except those reserved to other Alaska DOC personnel by the Agreement. Notwithstanding the above, the Health Services Administrator does not have the authority to amend the terms and conditions of this Agreement. All medical related events, problems, concerns or requests affecting this Agreement shall be reported by the contractor to the Health Services Administrator.

S. CONTRACT MODIFICATION

In the event that changes in Federal or State statute, regulation, rules, policy, or changes in Federal or State appropriation(s) or other circumstances require a change in the way Alaska DOC manages its medical program, this Agreement shall be subject to substantial modification by amendment. Such election shall be effected by the Department sending written notice to the contractor. The Alaska DOC's decision as to the requirement for change in the scope of the program shall be final and binding. The amendment(s) shall be implemented by Agreement through re-negotiation in accordance with 3.18 Contract Changes – Anticipated Amendments.

If it is determined that compensation is required for the contractor to implement the directives or policy changes, the compensation may be in the form of an increase in the per diem rate or a one-time lump sum payment. The contractor shall not be required to supply additional services at additional costs until the parties have reached a mutually satisfactory agreement regarding increased compensation. DOC shall require a reduction in the per diem rate if new policies or directives are implemented or any change in policies or directives result in the

reduction of services. Such a reduction shall be negotiated between the parties. Prior to any increase in per diem or request for lump sum payment, DOC must approve.

T. SUBCONTRACTS CONCERNING PRISONER HEALTH

The contractor is solely responsible for fulfillment of the Agreement with the Alaska DOC.

The contractor shall remain solely responsible for performance by any subcontractor under such subcontract(s).

The Alaska DOC may undertake or award other agreements for work related to the task described in this document or any portion therein if the contractor's time available and/or priorities do not allow such work to be provided by the contractor. The contractor shall fully cooperate with such other contractor and Alaska DOC in all such cases. Alaska DOC reserves the right to withhold payment for such services from the contractor.

Subcontracting Requirements - The contractor may subcontract to a qualified individual or organization for the provision of any service defined in the scope of work. The Alaska DOC reserves the right to review all subcontracts and/or any significant modifications to previously approved subcontracts to ensure compliance with law, policy, and requirements.

The contractor is required to give the Department prior notice with regard to its intent to subcontract certain significant contract requirements including, but not limited to, credentialing, utilization review, and claims processing. **Credentialing Requirements** - The contractor must maintain policies and procedures for verifying that the credentials of all its providers and subcontractors meet applicable standards as stated in the Scope of Work. See also Section 1.14 for subcontracting.

Review Requirements - The contractor must maintain a fully executed original of all subcontracts, which are accessible to the Department upon request.

Minimum Requirements - Subcontracts must contain at least the following provisions:

Subcontracts must be executed in accordance with all applicable state laws, regulations, policies and rules;

Subcontracts must identify the parties of the subcontract and their legal basis of operation in the State of location;

Subcontracts must include the procedures and specific criteria for terminating the subcontract;

Subcontracts must identify the services to be performed by the subcontractor and those services performed under any other subcontracts(s). Subcontracts must include provision(s) describing how services provided under the terms of the subcontract are accessed by prisoners;

Subcontracts must include the reimbursement rates and risk assumption, if applicable;

Subcontractors must maintain all records relating to services provided to prisoners for a six (6) year period and shall make all prisoner's medical records available for the purpose of quality review conducted by the Alaska DOC or its designated agents;

Subcontracts must require that prisoner information be kept confidential, as defined by state law;

Subcontracts must include a provision that authorized representatives of the Alaska DOC have reasonable access to facilities and records for fiscal and medical audit purposes;

Subcontracts must include a provision for the subcontractor to release any information necessary to perform any of its obligations;

The subcontractor must comply with all applicable State and Federal statutes, laws, rules, and regulations;

Subcontracts shall include provision for termination for any violation of applicable Alaska DOC, State or Federal requirements; The contractor shall not contract with an individual provider, an entity, or an entity with an individual who is an officer, director, agent, or manager who owns or has a controlling interest in the entity, which has been convicted of any felony offense.

In its subcontracts, the contractor shall ensure that subcontractors agree to hold harmless the Alaska DOC in the event that the contractor cannot or will not pay for services performed by the subcontractor pursuant to the subcontract. The hold harmless provision shall survive the effective termination of the contractor/subcontractor contract for authorized services rendered prior to the termination of the contract, regardless of the cause giving rise to termination and shall be construed to be for the benefit of the prisoners.

U. RECORDS AND AUDITS

1) Compensation Records

The contractor shall maintain detailed timed records, which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the State of Alaska, the Department of Administration, Division of Finance, the State Auditor and/or any authorized State entity and shall be retained for three (3) years. The Alaska DOC or its designee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of State of Alaska to recover excessive illegal payments as well as interest, attorney fees and costs incurred in such recovery.

2) Other Records

The contractor shall retain all prisoner medical records, collected data, and other information subject to State of Alaska, State of location, and Federal reporting or monitoring requirements for three (3) years. These records shall be subject to inspection by State of Alaska, the Department of Finance and Administration and/or any authorized State or Federal entity and shall be retained for three (3) years after contract expiration.

V. LIABILITY (MEDICAL)

The contractor shall be wholly at risk for all covered services. No additional payment shall be made by the Alaska DOC, nor shall any payment be collected from an prisoner for any reason except for prisoner "co-pay" fee for service program. Covered services do not include elective or experimental treatments or procedures. In the event of disagreement as to the elective or experimental nature of a treatment or procedure, the Alaska DOC Health Services Administrator shall review the case and make the final determination. Concerning organ transplants, (exclusive of corneal transplants), medical necessity and decision to transplant will be on a "case-by-case" basis as determined by the Alaska DOC Health Services Administrator following full review of the medical information and in consultation with the contractor's Medical Director and any appropriate medical consultants. Contractor will not be required to provide "experimental" transplants.

The contractor is solely responsible for ensuring that it issues no payments for services for which it is not liable under this Agreement. Alaska DOC shall accept no responsibility for the refunding to the contractor of any such excess payments. This provision shall not be construed to prohibit Contractor from filing a complaint with the court once it has exhausted the administrative remedies set forth herein.

W. CONFIDENTIALITY

Any confidential information, as defined in State law, code, rules or regulations or otherwise applicable by the Code of Ethics, regarding Alaska DOC's prisoners provided to or received by the contractor and its subcontractors shall not be made available to any individual or organization by the contractor and its subcontractors without the prior written approval of the Alaska DOC.

The contractor and its subcontractors warrant that they shall retain all information received from Alaska DOC, and shall neither use or disclose it to anyone without the prior written permission of Alaska DOC, and that every employee of the contractor and its subcontractors has executed a binding Agreement to the same effect. The contractor and subcontractors recognize that irreparable harm can be occasioned to Alaska DOC and its prisoners by disclosure of information relating to their business and, accordingly, Alaska DOC may refuse or enjoin such disclosure, and the contractor and its subcontractors shall be solely responsible for any violations.

The contractor shall (1), notify Alaska DOC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of Alaska DOC's data files or other confidential information; and (2), promptly furnish Alaska DOC full details of the unauthorized possession, use of knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.

In order to protect the confidentiality of prisoner information and records:

The contractor shall adopt and implement written confidentiality policies and procedures, which conform to Federal and State laws and regulations;

The contractor's contracts with practitioners and other providers shall explicitly state expectations about the confidentiality of prisoner information and records;

The contractor shall afford prisoners and/or legal guardians the opportunity to approve or deny the release of identifiable personal information by the contractor to a person or agency outside

of the contractor, except when such release is required by law, State regulation, or quality standards;

When release of information is made in response to a court order, the contractor shall notify the prisoner and/or legal guardian of such action in a timely manner;

The contractor shall have specific policies and procedures, which direct how confidential information gathered or learned during the investigation, or resolution of a complaint is maintained, including the confidentiality of the prisoner's status as a complainant.

The contractor must comply with all HIPPA, Federal and State regulations regarding the management and exchange of medical information.

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