Alabama Department of Corrections

Request for Proposal

NO. 2022-04

Comprehensive Inmate Healthcare Services

September 26, 2022

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

Alabama Department of Corrections-Finance Posting

RFP 2022-04 Comprehensive Inmate Health Services

Table of Contents

Section		Page
I.	Introduction…	2
II.	General Terms and Conditions…	10
III.	Required Proposal Format, and Selection Criteria	19
IV.	Certifications and Vendor Acknowledgement…..	34
V.	Scope/Statement of Work Healthcare Services…	44
VI.	Contract Monitoring and Staffing Requirements…	108
VII.	Other Services and Provisions	123
VIII.	Compensation and Adjustments…	128
	A. Vendor Authorization Form…	131
	B. Form A-1-A Price Sheet…	133
	C. Form A-1-B Price Sheet…	134
Appendices	A – ADOC Facilities B – ADOC Facility Tour Schedule C – RFP Critical Dates D – Required Forms E – Administrative Reference Data (ARD) Table Contents F – Performance Indicators G – Minimum Staffing Requirements H –Proposed Minimum Salary Ranges I – SEIB Reporting Requirements J – Phase 2A Omnibus Remedial Order with attachments (*Bragg's order*)	

SECTION I

INTRODUCTION

The Alabama Department of Corrections (ADOC) announces this Request for Proposal (RFP) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for management and delivery of a comprehensive healthcare program to all inmates in the care, custody, and control of the ADOC at each of ADOC's twenty-six (26) ADOC facilities and one (1) private facility for a total of twenty-seven (27) facilities listed and described in Appendix A. You are invited to submit a response in accordance with the requirements specified in this RFP, which are included in Section III of this RFP.

The Healthcare Program encompasses various levels of care including, but not limited to, a full spectrum of on and off-site primary, secondary, and tertiary care, medical and mental health services. The inmate healthcare services include, but are not limited to, dental; pharmacy; medical; mental health; institutional staffing and management; utilization and claims management; management of Healthcare records; chronic care; community provider network; ambulance services; medical supplies/equipment; medical biohazard waste removal; diagnostic services both on-site and community-based treatments; and procedures. Mental health services constitute an integral component of the healthcare process. The Vendor's proposal should address all aspects of the Healthcare program to be utilized in a holistic approach in meeting inmate Healthcare needs.

Selected Vendor will assume responsibility for providing the delivery of Healthcare Services under this RFP beginning at 12:01 a.m. CDT, April 1, 2023. Vendor will have basic systems/programs, as outlined in Section V of this RFP, fully implemented and operational within ninety (90) days of performance under the contract.

A mandatory Virtual Bidder's Conference will be held on Friday September 30, 2022, at 10:00 a.m. CDT. Please refer to Sub-section 1.7 Bidder's Conference and Facility Tours for registration Vendors who are not represented at the Bidder's Conference will not be eligible to submit a proposal.

Each sealed, notarized proposal must be accompanied by a Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two hundred fifty thousand dollars ($250,000.00) as a guarantee of good faith and firm proposal for one hundred twenty (120) days. Letters of "Guarantee" will not be an acceptable form of either bid or performance bonding. The Commissioner of the ADOC, or his designee, will be the custodian. **Proposals not accompanied by this Guarantee or Bid Bond will not be considered.**

Proposals must be delivered by 4:00 p.m. CDT on Tuesday November 1, 2022, to the Alabama Department of Corrections, Commissioner's Office, at 301 South Ripley Street, Montgomery, Alabama 36104. Parcels or packages containing proposals must be clearly marked on the external packaging as "ADOC RFP 2022-04: Comprehensive Inmate Healthcare Services." Vendors' proposals will be opened on November 2, 2022, at 10:00 a.m. CDT in the ADOC Commissioner's Conference room, fourth (4th) floor, at 301 South Ripley Street, Montgomery, Alabama 36104. The names of Vendors who submitted a response to this RFP will be made public at that time. No other

information related to the responses submitted will be available. Vendor Interviews, if deemed necessary, will be scheduled during the time-period of December 5-7, 2022.

1.1 Objective of RFP

The objective of this RFP is to secure a contract with a qualified Vendor who can manage and provide a comprehensive healthcare services system that delivers constitutionally adequate healthcare services promoting positive clinical outcomes to all inmates assigned to the ADOC, regardless of place of assignment or disciplinary status. In addition, the qualified Vendor must comply with applicable court orders, ADOC policies, procedures, and ARs (including, but not limited to the policies, procedures, and ARs administered by the Office of Health Services (OHS)), and certain standards promulgated by the American Correctional Association (ACA) and National Commission of Correctional Healthcare (NCCHC).

1.2 General Definitions

a) ADOC, DOC, or Department - the Alabama Department of Corrections.

b) Administrative Reference Data (ARD) – A secured portable USB flash drive to be provided to Vendors at the Bidder's Conference that includes additional information relating to this RFP, including, but not limited to, Utilization Data, historical financial and legal information, and certain OHS policies, procedures, directives, and administrative regulations.

c) AR or ARs - ADOC Administrative Regulation(s).

d) Authorized Representative - any person or entity duly authorized and designated in writing to act for and on behalf of a party to an agreement or contract, which designation has been furnished to all the parties herein.

e) Contract Monitor - the employee(s) or representative(s) of the ADOC designated to monitor operation of the Facility for Contract compliance in accordance with Section VI of this RFP.

f) Court Orders - any existing or future orders or judgments issued by a court of competent jurisdiction applicable to the operation, management, and provision of healthcare services in ADOC Facilities.

g) DCHS – refers to the Deputy Commissioner of Health Services.

h) Facility or Facilities - refers to one or more of the ADOC facilities listed in Appendix A.

i) Fiscal Year - each one (1) year period - beginning October 1st and ending on September 30th - that is used for budgeting and appropriation purposes by the State.

j) Healthcare - the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in humans. Healthcare is delivered by practitioners in

psychiatry, physical medicine, dentistry, nursing, pharmacy, diagnostics, allied health, and other care providers. It refers to the work done in providing primary care, secondary care, and tertiary care, as well as in public health.

k) Inmate - a person sentenced to the custody of the ADOC, including persons from other jurisdictions housed in ADOC facilities pursuant to the Interstate Corrections Compact.

l) OHS - refers to the ADOC Office of Health Services.

m) RFP - this Request for Proposal, together with all amendments and appendixes thereto.

n) Selected Vendor – any qualified corporation, legal entity, or individual chosen by the ADOC to negotiate a contract.

o) Standard of Care– refers to, at a minimum, constitutionally adequate Healthcare; however, all Inmate Healthcare required by this RFP must be provided in compliance with the accepted standards of correctional healthcare, as specified by Court Orders (including, but not limited to the *Braggs* order included on the ARD), ADOC policies, procedures, and ARs, and other standards, recommendations, and regulations (as applicable and specified in this RFP).[1]

p) State – the State of Alabama or ADOC, which may be used interchangeably.

q) Vendor − any corporation, legal entity, or individual qualified under Alabama law to respond to this RFP.

1.3 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined this RFP. Failure to read and thoroughly examine this RFP will not excuse any failure to comply with the requirements of this RFP or any contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding this RFP, Vendor must notify Ms. Mary-Coleman Roberts, ADOC's Single Point of Contact, at MaryColeman.Roberts@doc.alabama.gov **by 4:00 p.m. CDT October 11, 2022**, as provided in Section 3.1 of this RFP.

[1] The *Braggs* order is on appeal to the Eleventh Circuit. Because of its current effectiveness, ADOC is seeking Healthcare services consistent with the *Braggs* order; however, ADOC does not believe the *Braggs* order reflects the minimum constitutional standard and anticipates the appellate court will reverse and/or modify the district court's decision. Nothing contained in this RFP is intended to, or may be construed to, waive, estop, or otherwise affect ADOC's appeal in the *Braggs* case or any other action. ADOC and its officials expressly reserve all arguments, defenses, and objections to any finding of liability or relief afforded by the *Braggs* court or any other court.

1.4 Reservations

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

1.5 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the Facility tours, presentations, and preparation and submission of Vendor's proposal mandated by this RFP, regardless of whether the Vendor is selected for negotiations.

1.6 Proposal and Program Guarantee

Vendor must also provide a Proposal Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two hundred fifty thousand dollars ($250,000.00) with the submitted proposal.

Vendor must provide official documentation from a bonding or surety company that it has the ability to provide a Performance Guarantee or Bond in the amount of fifteen million dollars ($15,000,000.00). The Performance Guarantee or Bond must be confirmed within fifteen (15) working days of contract signature by the ADOC Commissioner. Security will be in the form of a formal bond or other form acceptable to the ADOC. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The Performance Guarantee or Bond will remain in force from April 1, 2023, through the end of the initial contract term and any subsequent contract renewal terms. A breach of contract by Vendor will cause the Performance Guarantee or Bond to become payable to the State of Alabama. The Department will be the custodian of the Performance Guarantee or Bond. The Performance Guarantee or Bond is predicated upon the condition of verified services rendered by Vendor regarding the fulfillment of all contractual obligations. A good faith effort has been made by the ADOC to list all functions and/or services required for the fulfillment of the contract in the provision of Inmate Healthcare services. This in no way relieves Vendor of the obligation to furnish all personnel, services, and equipment required in meeting the needs of the ADOC for proper and professional implementation of the contract.

1.7 Bidder's Conference and Facility Tours

The ADOC will host a Virtual Bidder's Conference to provide additional information and as a forum for appropriate questions relating to this RFP. The conference is mandatory and will be held on **Friday September 30, 2022,**, at 10:00 a.m. CDT. Vendor representatives will need to submit an email address to Ms. Tamara Thomas, Administrative Assistant to OHS, at tamara.thomas@doc.alabama.gov no later than 4:00 p.m. **September 28, 2022,** to receive an invite and link to the Bidder's Conference. There will be a limit of two (2) individual invites per Vendor allowed. When submitting your email address to Ms. Thomas Vendor must submit a telephone number where the representative can be reached, should technical difficulties arise.

ADOC facility site tours will not be conducted during this bid process. A general overview of an ADOC facility and its' location can be found at: www.doc.alabama.gov, via the Facilities (icon).Vendors are not to make phone calls or send any form of electronic communication to DOC Facility Wardens or staff, during the bidding process. Failure to comply with these provisions, or any rule or direction by ADOC security staff may result in removal of Vendor's representative from the Facility or disqualification from this RFP process.

1.8 Vendor Contact

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

1.9 Vendor Interviews Post Proposal Submission

Following the submission of proposals, Vendor interviews may be scheduled and conducted during the weekdays of **December 5 through 7, 2022**, beginning at 10:00 a.m. CDT in the ADOC Legal Division Conference Room at 301 South Ripley Street, Montgomery, Alabama 36104. Should the ADOC decide to conduct interviews, they will include a question-and-answer period and general discussion. Interviews may be conducted virtually. It is not necessary for the Vendor to prepare a presentation describing their program or organization. This is not an expectation of the interview process. Interviews may be conducted virtually. At the ADOC's discretion, Vendors may be called back for additional interviews, may be requested to provide additional information in writing, or may be asked to respond to specific questions or submit a cost proposal based upon revised parameters, as defined by ADOC.

1.10 Evaluation and Selection

The ADOC will evaluate all proposals utilizing the criteria outlined in Section III of this RFP, *Selection Criteria*. The Evaluation Committee will select the successful Vendor based on the Evaluation Criteria.

1.11 Contract Negotiations

Selected Vendor will be required to enter into contract negotiations, if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC within thirty (30) days of notification of an intent to negotiate, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor, who may be selected based on the best value to the State of Alabama (including, but not limited to; consideration of the technical score over price).

1.12 Communications

a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with the Selected Vendor, or at such time as the ADOC rejects all proposals, informal communications regarding the RFP and/or the selection process shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Vendor to any Facility, division, employee, or contractor of the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation concerning or relating to this RFP or information that might afford a Vendor an advantage in this procurement. However, nothing in this Subsection is intended to or shall be deemed to affect the operation of ADOC Facilities, including, for example, the duties and responsibilities of ADOC's current Healthcare vendor to perform its scope of work consistent with its contract with ADOC.

b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:

    1) Written Requests for Clarification/Information, consistent with Section III, Subsection 3.1 (g and h);
    2) Oral Presentations; or
    3) Negotiations.

c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mary Coleman-Roberts, by email at, MaryColeman.Roberts@doc.alabama.gov, and include in the subject line "ADOC RFP 2022-04: Comprehensive Inmate Healthcare Services."

d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

1.13 Notice of Award and Protest

The ADOC shall provide a notice of intent to award upon review and approval [by the Commissioner of the ADOC], which will be posted to the ADOC website at www.doc.alabama.gov, on or about **December 19, 2022**.

a) Any Vendor who proceeds to file an action protesting the intended Vendor award shall submit written notice to the ADOC within seven (7) days, exclusive of weekends and holidays, of the Department securing a binding contractual agreement with the Selected Vendor, which has received legislative and Governor approval.

b) The Vendor or its legal representative must submit a Protest Bond in the amount of one million two hundred fifty thousand dollars ($1,250,000) with its signed, formal written protest or the protest will not be accepted. While the ADOC may investigate Vendor grievances related to the RFP process, the Department will move forward with an award to the successful Vendor unless a written, formal protest accompanied by the required protest bond is submitted within the designated time period.

c) Within thirty (30) days, exclusive of weekends and holidays, of receipt of the formal written protest and accompanying Protest Bond, the ADOC Executive Counsel shall issue a written decision with respect to the protest.

d) After the review of the documented formal protest notice, should the allegations prove to be unsubstantiated, the Vendor will forfeit the Protest Bond.

e) Should review of the merits of the allegations within the formal notice be substantiated, the ADOC will return the Protest Bond to the Vendor.

End of Section I

SECTION II

SECTION II

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply until a binding contractual agreement is reached.

2.1 Proposal Conditions

a) By signing a proposal, Vendor agrees to be bound by all terms and conditions of this RFP. Notwithstanding the foregoing, a Vendor may clearly identify any exceptions to the terms and conditions of this RFP in the Vendor's proposal; however, each and every exception to a term or condition of this RFP is a proposal by the Vendor and subject to the express written acceptance of the ADOC as part of the contract negotiation and finalization process.

b) All Vendor proposals will remain firm and unaltered for one hundred twenty (120) days after the proposal due date shown or until contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations. The Vendor will then be allowed to make proposal modification(s) in accordance with a request by the ADOC.

c) Vendor's provision of services, at a minimum, must comply with applicable Court Orders, ADOC policies, procedures, and ARs (including, but not limited to the policies, procedures, and administrative regulations administered by the Office of Health Services (OHS)), and certain standards promulgated by the ACA and NCCHC and recommendations from the Center for Disease Control (CDC) and the Alabama Department of Public Health (ADPH). Notwithstanding the foregoing, Court Orders and, to the extent not inconsistent or in conflict with any Court Order, the ADOC policies, procedures, and ARs shall be the prevailing standard of care in the areas of their specification, unless specified otherwise by the ADOC. If there is a conflict between any Court Order, any ADOC policy, procedure, or AR, any ADA or NCCHC standard, and any recommendation of the CDC and ADPH, then the Court Order will govern, followed in order of governance by (1) ADOC policy, procedure, or AR, (2) the ADA or NCCHC standard, and (3) any CDC or ADPH recommendation.

d) If a Vendor takes exception to any requirement contained in this RFP or any standard of care specified by this RFP, then the Vendor shall clearly identify the requirement or standard of care and describe its exception to such requirement or standard in its proposal. Each and every exception to a requirement or standard of care contained in this RFP is a proposal by the Vendor and subject to the express written acceptance by an authorized representative of the ADOC as part of the contract negotiation and finalization process.

e) Until a binding contractual agreement exists, the State may undertake reasonable investigations, as it deems appropriate and beneficial, to determine the ability of a Vendor to perform the requested services, and Vendor shall promptly furnish to the State all data, documents, and information sought by the State for this purpose. The State reserves the right to reject any proposal if the evidence submitted by, or investigations of, a Vendor fails

to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.

f) Vendors may be asked to submit financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section III, Subsection 3.1 (d-6), unless otherwise required by law.

g) Upon the award of, or the announcement of the decision to award, a contract, the ADOC will inform the Selected Vendor in writing. Notice of same will also be posted on the ADOC website at www.doc.alabama.gov.

h) Only the collective final result of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores do not reflect final action(s) taken by the State and will not be considered public. The final results of the ADOC Evaluation Committee and any proposals received in response to this RFP will not be publicly available until a final contract has received all necessary approvals and signatures.

i) The ADOC reserves the right to modify the requirements of this RFP or the awarded contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed appropriate and beneficial by the ADOC.

j) Any change to Vendor's proposal (including, for example, its program or pricing) in response to an ADOC request is subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the Vendors that submitted a proposal, or the ADOC may open the process to re-negotiation based upon the new specifications.

k) Deadlines and other critical dates in this RFP have been provided in Appendix C. For any discrepancies between Appendix C and the dates included in this RFP, Appendix C will govern. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of the Vendor.

2.2 Contract Terms

a) The awarded contract will be comprised of this RFP and any changes or modifications made during the negotiation process, which will constitute the entire contract between Selected Vendor and the ADOC. The executed contract and any subsequent renewal thereof are subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval in accordance with State law.

b) No interpretation of any provision of this RFP or the awarded contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.

c) The initial contract term will commence upon execution, with the operational requirement beginning April 2023, and will continue until the end of September 30, 2027, the end of ADOC's fiscal year 2027. It is anticipated, therefore, that the initial contract period will be Four (4) years and six (6) months. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.

Thereafter, the parties may mutually determine to extend the contract for two (2) additional one (1) year periods. The prices for the fifth and sixth years shall be as quoted in this RFP. No extensions will be automatic, and no extensions will be at Vendor's sole option. All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. For the purpose of this procurement the cost/price evaluations will be made utilizing the Vendor's cost for the initial term of four (4) years and six (6) months.

d) Selected Vendor will be responsible for the payment of all applicable state, county, municipal, and federal taxes, including sales tax and any other taxes imposed by other governmental entities so authorized.

e) Any work or service performed on State premises will be done through coordination with ADOC personnel and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel and minimize interference with the operation of any ADOC Facility.

f) Vendor represents and covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, legal, financial, and/or other interests (whether public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with the State's competitive bid process, any state or federal procurement laws, or the Vendor's obligations under the resulting contract. Vendor covenants that it will not solicit the assistance of, accept advice from, or employ any person with a conflict of interest to give guidance, participate in the RFP process, and/or perform under the resulting contract. Vendor further covenants that no person who has an interest in Vendor or in the resulting contract, which would violate Alabama law or create the appearance of possible unfairness in the competitive bid process, participated in the preparation of Vendor's proposal, including, but not limited to providing advice, content, and making substantive, stylistic, or other edits.

g) Vendor represents and covenants that they have no outstanding debts or fines, whether contested or not, to the ADOC or the State.

h) A contract shall not be assignable by Vendor, in whole or in part, without the written consent of the ADOC. Any agreement to assign any portion of the awarded contract shall not constitute a waiver by the ADOC to consent to any subsequent assignment.

i) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, subcontractor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC or under the Alabama State Merit System Act.

j) Selected Vendor, who executes the awarded contract, is responsible for the total performance of the contract. Subcontracting may be allowed at the sole discretion of the ADOC but must be disclosed as a part of the proposal or otherwise approved in advance of any contract award by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:

    1) Any subcontractor providing services under this RFP or in the awarded contract will meet or exceed the requirements set forth in this RFP.

    2) The ADOC will not be bound to any terms and conditions included in any Vendor or subcontractor documents. No conditions in subcontractor documents in variance with, or in addition to, the requirements of this RFP or the awarded contract will in any way affect Selected Vendor's obligations under the contract resulting from this RFP.

k) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or subcontractors in their performance of Selected Vendor's duties under the awarded contract. Selected Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will replace that individual.

l) Selected Vendor or its employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications.

m) If Selected Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Selected Vendor will not be relieved of its obligations to complete performance. The ADOC, however, will have the option to terminate the contract upon written notice to Selected Vendor and pursue any other relief available in the contract or equitable, legal, or statutory relief under State law.

n) The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Vendor’s work under the awarded contract. The ADOC may use this information for its own purposes. The ADOC may request that this information be shared or otherwise made public with prior authorization of the Selected Vendor. Selected Vendor has the right to use (but not publicly disclose) any documents, materials, and data to fulfill the requirements of this

RFP and the awarded contract. However, the Selected Vendor shall not disclose and shall maintain the confidentiality of all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC in performance of the requirements of this RFP and the awarded contract.

o) The ADOC may disclose, without the consent of Vendor, any documents or data received from or developed by Vendor, pursuant to the State's Open Records Law, requests by the State Legislature, or any other allied state agency.

p) No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of inmate activities, will be conducted without the prior written consent of ADOC's Commissioner. Vendor and the ADOC must agree upon the conditions under which the research will be conducted. Research will be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project will be obtained prior to the inmate's participation.

q) Selected Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the awarded contract. Selected Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the awarded contract. Upon request, Selected Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

r) Selected Vendor will supply all billings, records, evidence of services performed, and other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors, provided such materials are marked as confidential or in such a manner that the ADOC can reasonably determine that they are licensed and due to be treated as trade secret.

s) Selected Vendor and its subcontractors will maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Selected Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of funds under the contract for which adequate books and records are not available to support the purported disbursement.

t) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and

conditions of any awarded contract, and such contract will be interpreted as far as possible to give effect to the parties' intent.

u) The parties may agree in writing to modify the scope of the contract. An increase in the price or extension of time of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract and subject to the process set forth in Section 2.2(a).

v) It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26.

w) Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between the awarded contract and this RFP, the provisions of the awarded contract will control as to such conflict. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.

x) Should the parties still not be able to resolve the matter in accordance with (v), above, the following provisions shall apply:

    1) For all monetary disputes arising under the terms of this RFP or the awarded contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustments for the State of Alabama.

    2) For all other disputes, the parties hereto agree, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

y) The ADOC may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

    1) Any breach of the contract that, if susceptible of being cured, is not cured within sixty (60) days or the ADOC does not find evidence of progressive resolution within thirty (30) days of the ADOC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;

    2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;

3) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;

4) For the unavailability of funds appropriated or available to the ADOC, the ADOC will use its best efforts to secure sufficient appropriations to fund the awarded contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,

5) For convenience of the ADOC.

i. Should Selected Vendor at any time during the course of a awarded contract: (1) fail to perform the services according to the specifications required in this RFP; (2) fail in any respect to perform the service requirements of this RFP or a awarded contract with promptness and diligence; or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take the following actions:

a. Terminate the awarded contract, in part or in whole, without penalty, upon ninety (90) days written notice to Selected Vendor for convenience of the ADOC. Any contract termination notice shall not relieve Selected Vendor of the obligation to return all documents, materials, and data provided or generated as a result of this RFP and the awarded contract.

b. If the ADOC terminates for the awarded contract for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.

z) Any notice given to the ADOC under the awarded contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: Ms. Deborah Crook, Deputy Commissioner of the Office of Health Services, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130, with a courtesy copy to Ms. Carrie McCollum, General Counsel, Legal Division, located at the same address. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the awarded contract. Notices will be sent by registered mail, or courier with return/delivery receipt requested.

aa) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no

settlement of any claim arising out of the performance of the awarded contract by Selected Vendor without consultation of the ADOC.

2.3 Billing

a) Vendor shall provide a detailed invoice for the services utilizing one (1) standardized format.

b) The ADOC expects to receive the best value cost and billing terms for the services rendered. The ADOC will pay commissions only when the Selected Vendor can demonstrate that payment of commissions would result in a lower cost to the ADOC.

c) Vendor will not bill for any taxes unless a statement is attached to the invoice identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.

d) Vendor shall comply with applicable tax requirements and stay current in payment of such taxes.

e) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.

f) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses due for the supplies and services incurred prior to the beginning of, or after the end of, the term of the contract.

g) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

h) Vendors must be registered in the State of Alabama Accounting and Resource Systems (STAARS) to receive payment**. To be listed as a vendor in STAARS, a Vendor must first be registered in Alabama Buys. If you have not registered in Alabama Buys, https://alabamabuys.gov, it is recommended that you register your company**.

End of Section II

SECTION III

SECTION III

REQUIRED PROPOSAL FORMAT AND SELECTION CRITERIA

Introduction

Section III has been broken down into three (3) areas as follows: Section 3.1 outlines the instructions for "Proposal Submission and General Preparation;" Section 3.2, the "Required Proposal Format," should be the substantive format of the submitted proposal; Section 3.3, "Method of Selection," outlines the selection process and criteria.

3.1 Proposal Submission and General Preparation

a) Deadlines

1) Deadlines and other critical dates in this RFP have been provided in Appendix C. For any discrepancies between Appendix C and the dates included in this RFP, Appendix C will prevail.

2) Sealed Proposals must be received **by 4:00 p.m. CDT, on November 1, 2022,** at the below listed address. Responses are to be submitted sealed and clearly marked on the external packaging: "ADOC RFP 2022-04: Comprehensive Inmate Healthcare Services."

b) Proposals Delivery

1) The following address is to be used:

Direct delivery by UPS, FEDEX, or other delivery services:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Mary Coleman-Roberts
301 South Ripley Street
Montgomery, Alabama 36104

2) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received at the ADOC reception area. Vendors have the sole responsibility for assuring that proposals are received by the ADOC by the designated date and time.

3) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the ADOC

reception desk of the Criminal Justice Center prior to the closing time for the solicitation.

4) Faxed, electronic, or oral proposals will not be accepted.

c) Identification of Proposal Packaging

1) Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "ADOC RFP 2022-04," to include the hour and due date of the proposal. This format should be used on your proposal packaging. If you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, it is suggested that you clearly mark the courier's envelope with the same information.

2) No other correspondence should be placed in the envelope/box.

3) Envelope/box that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any package not properly identified.

d) Submission Requirements

1) One (1) original and nine (9) 'hard/paper' copies of the Vendor's 'Program Proposal' addressing RFP Sections I through VII, are to be submitted to the ADOC. Vendor must also submit nine (9) secured portable USB flash drives containing a 'read only' electronic copy of the 'Program Proposal' in a readable Adobe PDF format.

2) Vendor is to submit one (1) original Cost Proposal and four (4) 'hard/paper' copies in response to Section VIII. In addition, four (4) secured portable USB flash drives containing a 'read only' electronic copy of the 'Cost Proposal' in a readable Adobe PDF format should be submitted

3) The 'Cost Proposal' and subsequent copies must be bound and sealed separately from the Program Proposal and labeled as follows: "ADOC RFP 2022-04: 'Cost Proposal' for Comprehensive Inmate Healthcare Services." Vendors who do not include or submit a separate 'Cost Proposal' at the designated time of the receipt of proposals, will be disqualified.

4) Vendor's 'Cost Proposal' should be packaged in the same container/box as the 'Program Proposal,' however the 'Cost Proposal' should be sealed, separate, and distinctly labeled as instructed.

5) The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals.

6) If Vendor chooses to submit a separate single "REDACTED" program and cost proposal, it shall be bound 'hard' copy and on a secured portable USB flash drive, in a readable Adobe PDF format. This single proposal and USB portable flash drive is to be clearly labeled as the Vendor's "REDACTED" copy.

   i. The ADOC takes its responsibilities under the State's Open Records Law very seriously. If the Vendor considers any portion of the documents, data, or records submitted in response to this RFP to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor shall appropriately redact this information from its separate "REDACTED" 'hard' copy and USB flash drive. In addition, Vendor shall provide a brief description in a separate writing, as to each redacted item, and the grounds for claiming exemption from the Alabama Open Records Law.

   ii. The redacted copy shall be provided to the ADOC at the same time Vendor enters its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure. Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All the above shall be acknowledged in Vendor's separate writing that must accompany the "REDACTED COPY."

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

e) Vendor's Representation

1) Vendor, by submission of a proposal, represents that it has read and understands this RFP and its specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

2) The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the Facilities, shall in no way relieve Vendor from any obligations with respect to its proposal or to the awarded contract.

f) Substantive Proposal Format

The Vendor proposal format, including the specifications contained in Section 3.2, must be used in submitting proposals. All documents referenced in Section 3.2 should be included with Vendor's proposal. The certification located at the end of Section IV should be completed,

signed by an official that has the authority to bind Selected Vendor, and notarized. The Cost Proposal Form must be signed and notarized by an individual who is an authorized officer or agent of the Vendor and can legally bind the Vendor to the contract. This Cost Proposal Form is to be submitted with the 'Cost Proposal' submitted separately as outlined in Subsection 3.1(d) 'Cost Proposals' will not be opened or evaluated until the complete evaluation of each 'Program Proposal.'

1) To be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor's capabilities to provide the required services. Sections I through IV of this RFP should be acknowledged in the Vendor's response with an outline of acknowledgement and understanding per Section. However, the Vendor's outlined and written responses to Sections V through VIII, are to be specific to the ADOC's request. Re-stating the written requirements of these sections of this RFP without additional confirmation, explanation or description of the Vendor's programs or services in their response may result in a lower scoring of a proposal.

2) Vendors are required to comply with the following instructions:

    i. Proposals shall be signed and notarized by an Authorized Representative of Vendor utilizing the Certification included in Section IV. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.

    ii. If Vendor is a business entity, then the proposal must be submitted in the official name of the business entity, not simply in a business entity's trade name. In addition, Vendor must indicate the title of the individual signing the proposal for the business entity.

3) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Vendor should not include supplemental "marketing materials" as part of its proposal.

4) Proposals should be organized in the order as presented in the subsequent Section 3.2 of this RFP. All pages of the proposal should be numbered. Vendor is to reference the applicable Section(s) or Subsection(s) of this RFP for which the corresponding or responsive Section or Subsection of the proposal are written. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where this RFP's requirements are specifically addressed.

g) Suspected Errors/Clarification

Should a Vendor suspect an error, omission, or discrepancy in this RFP, or consider any part of this RFP unclear, Vendor is to notify Ms. Mary Roberts-Coleman ADOC's Single Point of Contact, via e-mail at MaryColeman.Roberts@doc.alabama.gov. Notifications must be received by **4:00 p.m. CDT, on October 11, 2022**. Vendor must site the Section, and Subsection, of this RFP that relates to their inquiry or question. The subject line of the e-mail should read "ADOC RFP 2022-04: Comprehensive Inmate Healthcare Services Questions." In the ADOC's response, the ADOC will provide the request for clarification, the name of the Vendor who made the request, and a statement of clarification, if appropriate. Any clarification will be provided by close of business on **October 18, 2022,** by email to each Vendor who submitted a request for clarification.

h) Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw its original proposal at any time prior to opening. No oral modifications will be allowed. Such requests are to be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC legal representative will provide the modification or correction of the proposal, to the evaluation committee members, after the opening of proposal submissions.

i) Oral Presentation

Oral presentations maybe scheduled for **December 5-7, 2022**, beginning at 10:00 a.m. CDT in the ADOC-Commissioner's Conference Room at 301 South Ripley Street, Montgomery, Alabama 36104. Should the ADOC require presentations Vendors will be notified of their scheduled time prior to the week of **December 5, 2022**. This will be an interview process that may be held virtually. Formal 'PowerPoint' style presentations and handouts by the Vendor will not be allowed during this interview process.

3.2 Required Proposal Format

Failure to comply with the following proposal format may result in rejection of Vendor's proposal. Required forms may be submitted at the end of the section referenced or as an Appendix to the Vendor's proposal. All required Certifications and Vendor Acknowledgements associated with Section VIII, Compensation and Adjustments, must be contained in a separate and sealed 'Cost Proposal.'

The following information and organizational format is required.

a) Transmittal letter that includes the following:

1) Vendor's contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address of designated contact person associated with the proposed program.

2) Provide a statement that the Vendor submitting the proposal is the prime Vendor; and identify all services to be subcontracted.

3) If Vendor is a business entity, provide Vendor's FIN or FEI Number and Vendor's Alabama Business License Number, or proof of application. Should Vendor be an individual, Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller to receive payment.

4) If Vendor is, or will be, associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor that would relate to the performance of the contract, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting the State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.

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

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

7) Provide a complete copy of Vendor's Memorandum of Understanding with the Department of Homeland Security (DHS) showing enrollment in the E-verify system (this can be printed from your business's screen once logged in to E-verify).

8) Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by Vendor or subcontractor to perform work or provide services pursuant to this Contract with the Department. The Subcontractor shall attest to such by sworn affidavit signed before a notary.

9) Vendor will ensure that all workers employed in the delivery of services are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

10) Complete and attach the "CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT" as required by Act 2011-535, and as amended by Act 2012-491. For your convenience, a copy of the certification form has been provided as part of Appendix D.

11) Complete and attached the "CERTIFICATE OF COMPLIANCE WITH ACT 2016-312" as required by said Act. For your convenience, a copy of the certification form has been provided as part of Appendix D.

12) Read, expressly agree (or note exceptions) that Vendor will comply with all Terms and Conditions as set forth in Section II and Section IV of this RFP.

13) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.

14) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ in the performance of the contract any person having a conflict.

15) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above statements.

16) Vendor acknowledges it has not been retained, nor retained a person, to solicit or secure a state contract of an agreement or understanding for a commission, percentage, brokerage or contingent fee (except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Vendor for the purpose of securing business). For breach of this provision, the ADOC will have the right to reject the proposal, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.

b) Executive Summary: Experience and Qualifications

1) Vendor must include a description of its qualifications and experience in providing the requested scope of services outlined in this RFP for similar correctional systems in size and scope of the ADOC.

2) Primary Vendor must affirmatively state it has a minimum of three (3) years previous experience with proven effectiveness in administering a correctional healthcare program, in correctional or custodial systems housing adult offenders, with multiple facilities and an offender population of nine thousand (9,000) sentenced individuals or more. The requirement of services to nine thousand (9,000) sentenced offenders or more, is not limited to a singular system. Vendor's response should include the following:

i. A separate list by name, address, telephone, and contract administrator of all correctional facilities where Vendor is currently providing medical care and the length of time that each contract has been in effect;

ii. A separate list by name, address, telephone, and contract administrator of all correctional facilities where Vendor is currently providing mental healthcare and the length of time that each contract has been in effect;

iii. List by name, address, telephone, and contract administrator of all correctional facilities where Vendor's services were terminated in the past three (3) years and reason for contract termination.

3) Vendor must demonstrate a corporate structure that includes physician leadership, nursing leadership, clinical development, technical resource support services, and individual peer review.

4) Submit three (3) references for the ADOC to contact where Vendor has contracted services that are comparable to the requested ADOC comprehensive medical and mental health services program (state prison system). These references will include the name of the firm or other state departments, the name of the contact person, the address, and the telephone number of the contact person. Employees and subcontractors of Vendor may not be listed as references or contact persons. The ADOC reserves the right to contact any State, City or County entity with whom the Vendor has a contract for references.

5) List all new contract awards since July of 2021 and assigned contract start-ups that were completed by September 1, 2022. The list must include the name of the firm or other state departments, the name of the contact person overseeing the contract start-up process, as well as the address and the telephone number of the contact person.

6) Vendor will indicate and explain the capability for long-term strategic operational planning. Additional ADOC correctional institutions are in various proposal and planning stages. It is the ADOC's expectation that Selected Vendor will assist in the planning and development of a cost-effective healthcare services program for any new ADOC Facility and/or renovations of current ADOC facilities.

c) Program Management and Support Services

Provide an overview of the operational administration and management that will be implemented to achieve the objectives as defined in Section V through VII of this RFP.

1) Include resumes of prospective Central Executive Management at the local level and the direct Corporate Executive Management team that will be assigned to interact with ADOC Executive Officers and OHS. All resumes of individuals with direct oversight of the project should include their education, specialized training, and work experience.

2) If an individual prospect is not identified in this section of the proposal, a Job Description including qualifications desired should be submitted as it relates to the proposed position and Working Title.

3) Indicate the location of this project within Vendor's organization and the relationship of this project to other lines of business as well as a related organizational chart.

4) Present the projected local organizational structure (administration and reporting lines) related to the development and monitoring of both medical and mental health, clinical policies and procedures. This shall include but is not limited to:

   i. Current clinical procedures and policy updates

   ii. Review of trends and clinical outcomes

   iii. Infection Control

   iv. Continuous Quality Improvement

   v. Utilization of an Electronic Medication and Inmate Health Records

   vi. Clinical Education and Training

5) Present the projected local organizational structure (administration and reporting lines) related to the development, maintenance and monitoring of technical information, communication and reporting. This shall include but is not limited to:

   i. Information Technology Support to Vendor's Employees at the Facilities

   ii. Information Technology Coordination and Programing Support with ADOC

   iii. Tele-Health Network

   iv. EMAR

   v. Required Data Reports

6) Vendor must have proven ability for contract transition with an orderly and efficient startup or contract transition. Services must be operating at required capacity within ninety (90) days of the contract start date. A detailed implementation plan must be submitted, describing how the following issues will be handled:

   i. Proposed timetable for implementation and operation and a statement relating to Vendor's ability to meet stated and required deadlines;

ii. Recruitment and retention of current licensed professional and support staff, at the Facility level;

iii. Identifying and assuming the current cost of major medical care;

iv. Pharmacy inventory transfer procedures;

v. Transfer of the personnel and training records of current employees who will be retained;

vi. Vendor's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to the inmate population; and

vii. Staff training on Vendor's policies and procedures, including any transition process from current policies and procedures.

viii. Vendor is to include the proposed geographical location (city and/or county within the state of Alabama) of their proposed State or Regional Office, in their response. A specific local address or office space is not required to be identified in the Vendor's response.

d) Scope/Statement of Work

Provide a plan of operation to achieve the specifications, objectives, and requirements as defined in Section V of this RFP. In responding to these requirements and specifications, the responsive section or subsection of the proposal should reference the corresponding Title, Section number, and Subsection identifying letter or number of this RFP from Section V.

e) Contract Monitoring and Staffing Requirements

1) Vendor will address the following specifications as they relate to "Contract Monitoring and Staffing Requirements" as outlined in Section VI of this RFP to include, but not be limited to, the following:

i. Recruitment capabilities for all levels of professional and support staff, including interviewing for retention of current contract staff, on a local and national level;

ii. Total company turnover rates from 2018 to 2020;

iii. Equal employment opportunity policies;

iv. Licensure/certification requirements;

2) Staff development and training plan to include:

i. Orientation/On-boarding of new personnel and a training program for employees new to corrections on appropriate interaction in a corrections environment;

ii. In-service training;

3) Staff retention plan that addresses how current contract staff will be retained when appropriate.

4) Include a chart, graph or outline of ADOC's Minimum Staffing Requirements as provided in Appendix G. Vendor is to identify or note any proposed increases in staffing above the minimum requirement. ADOC will not accept proposals or bids that represent less than the minimum required staffing outlined in Appendix G.

5) Description of health and retirement benefits for local Alabama staff, and monetary contribution required by an individual full-time employee for single and family coverage.

6) Vendor should reference and describe experience self-monitoring and maintaining compliance with court ordered settlement agreements related to medical or mental health services and associated with current and former clients/contracts.

7) Vendor must provide an acknowledgement of ADOC-OHS performance indicators and designated compliance thresholds, for both medical and mental health services included in Appendix F. Vendor is to identify and explain experience in other prison system contracts where independent auditing is conducted by the client.

8) Minimum staffing requirements are outlined in Appendix G 'Minimum Staffing Requirements.' The required program management structure is contained within this outline. In Appendix H, the ADOC has outlined proposed minimum salary ranges based on current pay schedules and local market rates for each position category. **Vendor is to list its proposed salary ranges (minimum; median; and maximum) for each position in its separate, sealed cost proposal/ response to Section VIII, 'Compensation and Adjustments.'**

9) Resumes or Job Descriptions for the individuals proposed to fulfill the following positions may be included in this Section, as a demonstration of knowledge or a proposed individual's expertise. Vendor, however, is not required to pre-identify or submit resumes for all positions with its response.

i. Statewide Director of Operations;
ii. Program Director Medical;
iii. Program Director Mental Health;
iv. Statewide Physician Director;
v. Assistant Physician Directors;
vi. Statewide Psychiatrist Director;
vii. Assistant Psychiatrist Director (Collaborator);
viii. Assistant Mental Health Program Director;

ix. Statewide Director of Nursing;
x. Statewide RN Infection Control Manager;
xi. Statewide Quality Assurance/Improvement Director;
xii. Consulting Pharmacist;
xiii. Utilization Management Coordinator (assigned at both the cooperate and local level);
xiv. Accounting and Finance Manager (assigned at cooperate level); and
xv. Legal Counsel (Local and Corporate).

f) Other Services and Provisions

Vendor will address and/or acknowledge the specifications as they relate to "Other Services and Provisions" as outlined in Section VII of this RFP.

g) Proposal Format in Response to this RFP

For a Vendor to receive the most points in the overall scoring of the document, its proposal response must site the applicable Title, Section(s) and Subsection(s) of this RFP. Acknowledgement of required terms and/or description of requested services, that incorporate the Vendor's capabilities must be clearly stated within the Vendor's Proposal. The required format of the Vendor's response is critical in ensuring the appropriate scoring of its proposal.

h) Cost: Compensation and Adjustments

Vendor is to provide its original response and subsequent copies to this Section of this RFP in a separate sealed envelope labeled as outlined in Section III, 3.1 Subsections d) 3) and 4) of this RFP. Vendor will address and acknowledge the specifications as they relate to "Compensation and Adjustments" as outlined in Section VIII, Subsections 8.1 and 8.2. Vendor is to include ADOC Pricing Forms A-1-A and A-1-B in this section of its Cost Proposal.

3.3 Method of Selection

Vendor selection will be based on the proposal that best meets or exceeds the requirements set forth in this RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to select a Vendor other than the low-priced Vendor if a higher-priced proposal provides the best value, as determined by the ADOC.

a) A Vendor whose proposal does not meet the mandatory requirements and does not provide a primary bid that meets all the required specifications of a Comprehensive Inmate Healthcare program, as outlined in this RFP, will be considered non-compliant.

b) Proposal evaluations will be scored and based on the response to the requirements of this RFP, to be considered as the primary bid/proposal. The ADOC Evaluation Committee will present their recommendation to the Commissioner of the ADOC. The final selection of a qualified Vendor to enter into negotiations for a Healthcare services contract will be made subsequent

to the Commissioner's review. ADOC will provide each Vendor submitting a proposal in response to this RFP with written notice of the Selected Vendor that ADOC intends to negotiate a contract. A copy of said written notice of the Selected Vendor also will be posted on ADOC's website at www.doc.alabama.gov on or about **December 19, 2022**.

c) Alternative Proposals will not be considered as the basis for the evaluation of the successful bidder. All proposals received will become the property of the ADOC.

d) A sample of evaluation criteria and scoring is outlined on the following pages. The ADOC reserves the right to adjust or modify the evaluation criteria, if ADOC deems it appropriate, especially in the event of any modifications to this RFP. Any potential adjustments will apply in the scoring of all qualified responsive proposals received.

The rest of this page has been intentionally left blank

ADOC RFP 2022-04
Comprehensive Inmate Healthcare Services

Program Selection Criteria

RFP Proposal Format 3.2	RFP Section and Subsections	Total Points Allotted per Section
A	Transmittal Letter	20
B	Executive Summary: Experience and Qualifications	160
C	Program Management and Support Services	140
D	Scope/Statement of Work: Section V 5.1-5.64	1800
E	Contract Monitoring and Staffing Requirements: Section VI, 6.1-6.15	300
F	Other Services and Provisions: Section VII, 7.1-7.4	50
G	Proposal Format	90
H	Compensation and Adjustments: Section 8.1-8.2, Form A-1-A and Form A-1-B	1600
Total Eligible Points		**4160**

End of Section III

SECTION IV

SECTION IV

CERTIFICATIONS AND VENDOR ACKNOWLEDGEMENT

Introduction

Vendor shall thoroughly review the terms set forth in Subsections 4.1 to 4.11. A signed and complete notarized copy of the "Vendor Acknowledgment" at the end of this section must be included in Vendor's proposal. If Vendor concurs with the terms as outlined in 4.1 to 4.11 without exception, date and check "no exceptions" next to authorized signature. Should the Vendor take exception to one or more of the terms as set forth, date and check "exceptions" next to authorized signature. If exceptions are taken, an outline of the exceptions, including reference to the Section and the terms, shall be provided directly behind the signature page. This Section of the proposal will be incorporated into the final contract of Successful Vendor.

4.1 Liability and Indemnification

a) Vendor shall defend in any action at law, indemnify, and hold the ADOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:

   1) Any breach or default on the part of Vendor in the performance of the Agreement;

   2) Any claims or losses for services rendered by Vendor and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;

   3) Any claims or losses to any persons, including Inmates, injured or property damaged from the acts or omissions of Vendor, its officers, agents, or employees in the performance of this Agreement by Vendor;

   4) Any claims or losses by any person or firm injured or damaged by Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, or local regulations or statutes; and,

   5) Any failure by Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama; and;

   6) Vendor's failure to perform any services as required or obligated by an awarded contract between Vendor and the ADOC.

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

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

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

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

f) It is understood that the obligations arising out of Section IV, 4.1, shall extend beyond the term of the awarded contract and shall include claims filed both during and after the contract term that arise out of or relate to services rendered by Vendor under the awarded contract and will continue until the final disposition of any such litigation.

4.2 Insurance Coverage

a) Vendor shall continuously maintain and pay for such insurance as will protect Vendor, the State, the ADOC, its officers, agents, and employees as insureds from all claims, including death and claims based on violations of civil rights, arising from or relating to the services performed under the awarded contract, and actions by a third party against Vendor as a result of the awarded contract. Coverage required must also include, but not be limited to, Medical Malpractice, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability Insurance will be no less than three million dollars ($3,000,000) per occurrence and ten million dollars ($10,000,000) in the aggregate. Selected Vendor must carry Comprehensive General Liability insurance coverage with one million dollars ($1,000,000) combined single limit for personal injury and property damage that incorporates said coverage for all Selected Vendor's agents, employees, subcontractors, and sub-vendors. This coverage is required to extend to services performed at any Facility where services will be provided under the contract.

b) Selected Vendor will also maintain public liability and casualty insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per occurrence and, for property damage, one hundred thousand dollars ($100,000) per occurrence – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.

c) All insurance policies required under this RFP must name the ADOC as being a named insured or loss payee and as entitled to all notices under the applicable policies. All certificates of insurance shall contain the following provision: *The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) working days written notice.* At least thirty (30) days prior to each policy anniversary date, Vendor shall provide the ADOC-OHS Finance and Benefits Manager with renewal information, identify any changes in coverage.

4.3 Bribery Convictions

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

a) No person or business entity will be awarded a contract or subcontract if that person or business entity:

   1) Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or

   2) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

b) No business will be barred from contracting with the ADOC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:

   1) The business has been finally adjudicated not guilty; or,

   2) The business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.

c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.4 Felony Conviction

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

4.5 Inducements

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

4.6 Reporting Anticompetitive Practices

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

4.7 Confidentiality and Use of Work Product

a) Any documents or information obtained by Vendor from the ADOC in connection with this RFP or the awarded contract will be kept confidential and will not be provided to any third party unless the ADOC approves the disclosure in writing. All work product produced directly or indirectly by Vendor under this RFP including, but not limited to, documents, reports, information, documentation, and ideas, whether preliminary or final, is for the ADOC's use alone. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the awarded contract will remain the property of Selected Vendor. Selected Vendor grants to the ADOC a perpetual, nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

b) Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person or business entity, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorneys' fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Selected Vendor

hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:

1) modify the item so that it becomes non-infringing;

2) procure for the ADOC the right to continue to use the item;

3) substitute for the infringing item other item(s) having at least equivalent capability; or

4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

4.8 Warranty

a) Vendor warrants that all services will be performed in a good and professional manner.

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

4.9 Compliance

All work completed under the awarded contract must comply with all applicable federal, state, and local laws, rules, ordinances, and regulations, as well as any current or future decrees, judgments, and orders from a court of competent jurisdiction. Vendor certifies that it complies, and will remain in compliance with, all federal, state, and local laws, rules, ordinances, and regulations, all applicable decrees, judgments, and orders, and all ADOC policies, procedures, and ARs in the performance of any prospective contract including, but not limited to, the following, if applicable:

a) the Civil Rights Act of 1964;

b) the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor;

c) Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto;

d) the prohibition of unlawful discrimination in employment.

e) the pursuit of affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

f) ADOC's policies, procedures, and requirements concerning equal employment opportunities and affirmative action;

g) the existence of a written sexual harassment policy that is consistent with the ADOC's policy, to include, at a minimum, the following information:

   i. the illegality of sexual harassment;

   ii. the definition of sexual harassment;

   iii. Vendor's internal complaint process, including penalties;

   iv. the legal recourse, investigative, and complaint process available through Vendor;

   v. directions on how to contact Vendor; and

   vi. protection against retaliation;

h) Current enrollment with the Department of Homeland Security (DHS) in the E-verify system and a recognized obligation to not knowingly hire or continue to employ a person who is not either a citizen of the United States or a person who is not in proper and legal immigration status authorizing them to be employed for pay in the United States.

i) A provision in all subcontracts with the Vendor requiring its subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.

j) In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended, by signing this Agreement, the contracting parties affirm, for the duration of the awarded contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of any awarded contract and shall be responsible for all damages resulting therefrom;

k) Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor under the awarded contract.

l) Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC and the Office of Information Technologies (OIT).

m) All Selected Vendor employees and subcontractors who may enter any ADOC Facility are subject to a background check and security check of his or her person and personal property (including his or her vehicle) and may be prohibited from entering the Facility in accordance with ADOC policies, procedures, and ARs. Additionally, any Selected Vendor employee and subcontractor found to have violated any security regulation may be barred from entering any ADOC Facility.

n) Vendor must have appropriate certifications, permits, and licenses in accordance with federal, state, and local law, rule, ordinance, and regulation. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.

o) Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (PREA). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the federal or state laws referenced above, shall be reported immediately to the Warden of Kilby Correctional Facility (CF) or his/her designee for conduct involving male Inmates, or the Warden of Tutwiler Prison for Women (PFW) or his/her designee for conduct involving female Inmates, as well as the ADOC's PREA Director.

p) In compliance with Act 2016-312, Selected Vendor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.10 Federal Funds

Vendor agrees that any lost or reduced federal matching funds resulting from unacceptable performance in a Vendor task or responsibility defined in this RFP will be accompanied by reductions in State payments to Vendor at the option of the ADOC.

4.11 Notice to Parties

a) Any notice given to the ADOC under the awarded contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: Ms. Deborah Crook, Deputy Commissioner of the Office of Health Services, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130, with a courtesy copy to Ms. Mary-Coleman Roberts, Acting General Counsel, Legal Division, located at the same address. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the awarded contract. Notices will be sent by registered mail, or courier with return/delivery receipt requested.

b) Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, or present a collaborative defense against such claims. There will be no settlement of any claim by Vendor without consultation and approval of ADOC.

Vendor Acknowledgement and Statement Form provided on next page.

SECTION IV

CERTIFICATIONS

VENDOR ACKNOWLEDGEMENT

MUST BE INCLUDED IN VENDOR'S PROPOSAL

_____ (Vendor) acknowledges and concurs with all terms set forth in Section IV, "Certifications," of the Alabama Department of Corrections RFP 2022-04.

I, _____, am an authorized agent of
(Print name)

_____(Vendor) and have the legal authority to legally bind said company to the terms set forth in Section IV, of the Alabama Department of Corrections RFP 2022-04.

_____ Date: _____
(Authorized Signature)

☐ No exceptions taken.

☐ Yes, exceptions taken, and alternate terms are outlined is this Section of the Proposal.

SWORN TO AND SUBSCRIBED BY me this _____ day of _____, 2022.

[SEAL/STAMP]

_____
NOTARY PUBLIC

My Commission Expires: _____

SECTION V

SECTION V

SCOPE/STATEMENT OF WORK HEALTHCARE SERVICES

5.1 Introduction

The ADOC is responsible for securing, at least, constitutionally adequate Inmate Healthcare services, support, and programs. Inmate Healthcare services are primarily provided onsite at the Facilities. However, some Inmate Healthcare services (including specialized services) may be provided offsite through agreements with area Healthcare providers such as hospitals, clinics, medical specialists, laboratories, and other specialized services. Utilization Management services must be provided for ADOC inmates housed in non-ADOC institutions, and Inmates housed in the Alabama Therapeutic Education Facility must be provided comprehensive Healthcare services as outlined herein. Vendor is responsible for those inmates who have rendered by the courts to the physical custody of the ADOC.

The objective of the ADOC is to secure a qualified Vendor who can manage and operate a comprehensive Healthcare services system at full capacity and in a cost-effective manner, while also delivering quality Healthcare services in compliance with applicable Court Orders, ADOC policies, procedures, and ARs (including, but not limited to the policies, procedures, and ARs administered by the OHS), and certain standards promulgated by the ACA and NCCHC and recommendations from the CDC and ADPH. See Subsection 2.1c) above for the order of precedence. No formal ACA or NCCHC accreditation is required at this time.

Specific objectives of Vendor's scope of work include, but are not limited to:

a) Implement a written Healthcare plan with clear and/or measurable objectives;

b) Develop and implement Alabama-specific and Facility-specific Vendor policies and procedures consistent with this RFP (including Subsection 2.1c) above);

c) Maintain all State licensure requirements, standards, and reporting requirements regarding the delivery of Inmate Healthcare service;

d) Maintain acceptable levels of staffing and inventory control;

e) Maintain full reporting and accountability to the ADOC;

f) Maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual Facilities;

g) Provide quality Inmate Healthcare services in a cost-effective manner;

h) Deliver constitutionally adequate Inmate Healthcare services promoting positive clinical outcomes and;

i) Maintain an evidence-based quality assurance and infection control program.

5.2 Healthcare Definitions

It is expected that effective and efficient Healthcare services will be provided to Inmates by a variety of health professionals. These definitions supplement the definitions set forth in Subsection 1.2 above:

Emergency Care – Medical, dental, or mental health care for an acute illness or unexpected health need necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms, for which evaluation and care cannot be delayed or deferred to the next scheduled sick call or clinic.

Health Services Administrator (HSA) – A person who by virtue of education, experience, or certification can assume responsibility for coordinating and managing all levels of Healthcare, ensuring quality and accessible Healthcare services for Inmates.

Healthcare - the diagnosis, treatment, and prevention of disease, illness, injury, and other physical and mental impairments in humans. Healthcare is delivered by practitioners in psychiatry, physical medicine, dentistry, nursing, pharmacy, diagnostics, allied health, and other care providers. It refers to the work done in providing primary care, secondary care, and tertiary care, as well as in public health.

Inmate Management System (IMS) – An ADOC electronic database that captures certain information about Inmates, allowing the ADOC and Vendor staff to input data and review the data and reports in delivering Healthcare services.

Medical Services – The provision of physical healthcare provided by or under the direction of licensed provider to include, but not to be limited to preventative healthcare, maintenance of health, prevention of illness, and diagnosis and planning treatment of illness or injury in concert with continual observation of an individual's well-being.

Mental Health Services – The provision of mental health care by a multidisciplinary team (such as psychiatrists, psychologists, certified registered nurse practitioners, licensed counselors or mental health professionals, and nurses) to include, but not be limited to intake, screening, evaluation, psychosocial and pharmacological treatments, crisis intervention, and preventative measures, including a robust suicide prevention program.

Mental Health Site Manager – A person who, by virtue of education, experience, or certification, can assume responsibility for arranging all levels of mental health care and providing quality and accessible mental health services for Inmates.

Multidisciplinary Treatment Team – See AR 622. Qualified mental health staff responsible for creating, implementing, and updating an individualized treatment plan for each Inmate who receives mental health services. The Inmate is expected to actively participate in treatment planning when clinically appropriate. A treatment coordinator will chair the treatment team, and the treatment team will collaborate with security staff, as appropriate, to promote safety and ensure

that mental health services are provided as planned.

Provider – A physician or certified registered nurse practitioner.

Qualified Healthcare Personnel – Physicians, physician assistants, nurses, certified registered nurse practitioners, dentists, mental health professionals, and other persons who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for patients.

Qualified Mental Health Professional (QMHP) – A psychiatrist, psychologist, certified registered nurse practitioner, psychiatric social worker, licensed counselor, psychiatric nurse, and others who by their education, credentials, and experience are permitted by law to evaluate and care for the mental health needs of patients. ***Note: A qualified mental health professional or QMHP used in this RFP is defined differently than in the Braggs order. ADOC defines qualified mental health professional or QMHP in this RFP consistent with its use in the industry, while the Braggs order uses the term to define a subset of persons contained in this definition, including, for example, licensed counselors.***

Rehabilitative Needs Unit (ReNU) Review Team – A multidisciplinary team comprised of clinical and security staff members including, at least, a licensed counselor, program supervisor, social service case worker, activities technician, and a security representative designated by the Warden.

Medical Director – A designated Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) who has the final authority related clinical treatment of a patient under his or her care.

Serious Mental Illness (SMI) – Psychotic Disorders, Bipolar Disorders, and Major Depressive Disorder and any diagnosed mental disorder (excluding substance use disorders) currently associated with serious impairment in psychological, cognitive, or behavioral functioning that substantially interferes with the person's ability to meet the ordinary demands of living and requires an individualized treatment plan by a qualified mental health professional(s). Definition per American Correctional Association (ACA); 2016.

SLU Review Team – A multidisciplinary team comprised of Facility clinical and security members including, at least, two (2) QMHP staff (one of which must be a psychiatrist or psychologist) and a security representative designated by the Warden.

Social History Assessment (SHA) – A psychosocial interview entered into the OHS Module as part of the intake mental health assessment process.

Structured Living Unit (SLU) – A unit for persons with serious mental illness to be used in lieu of a restrictive housing placement.

5.3 Medical Intake Health Screening and Assessments

The intake screening interview of an incoming Inmate will take place as soon as possible. The intake services must be performed by a registered nurse (RN) within twelve (12) hours after arrival at the Kilby Reception Center (males) or Tutwiler Prison for Women and its designated Reception

Center (females). An occasional rare initial intake may occur at Holman Correctional Facility (death row inmate) or St. Clair Correctional Facility, depending on the special needs of the Inmate.

For Inmates with difficulties communicating (e.g., foreign speaking, developmentally disabled, illiterate, mentally ill, deaf, or blind), they must understand how to access Healthcare services. Therefore, information about access to Healthcare services must be translated into a language of his/her origin or orientation. The inmate will sign acknowledgement of understanding and the original document will be filed in the Healthcare record. The inmate will sign/mark and be given a copy of the Access to Care document and ADOC-OHS Inmate Handbook. Access to Care information is to be provided to the inmate verbally and in writing.

All Inmates must have a complete history and physical by an RN and will be referred to a higher-level medical provider for any acute or chronic problem. Appropriate referrals for emergent, urgent, or a questionable assessment are to be immediately processed and conducted as indicated in OHS Policy E-2, "Intake Screening."

A medical provider must be consulted in person or by phone regarding all Inmates arriving on certain critical medications within twelve (12) hours of arrival. For other medications, a consultation with the physician must occur within forty-eight (48) hours. Within seven (7) working days of the initial intake, all Inmates must complete a medical, dental, and mental health history, a physical examination, and all required diagnostic testing, with a Master Problem List initiated.

Healthcare staff are responsible for providing pertinent medical and mental healthcare status information to the ADOC Classification Supervisor and ADA Coordinator. An Inmate's medical and mental health coding (including SMI status) must be completed, documented on the Master Problem List, and communicated to the ADOC Classification Specialist, in writing and entered into the OHS Module, within seven (7) working days of intake. Vendor will follow the medical coding process, in accordance with OHS Policy A-8, and the mental health coding process, in accordance with OHS Policy MHE-04(b). An Inmate's medical and mental health code are considered in his or her Facility assignment. The ADOC medical and mental healthcare coding system is based on, and utilized in, determining an Inmate's needs assessment, the relative degree of importance of a need, and with a goal of optimally placing inmates in a Facility that is best suited to meet those needs, with the required level of Healthcare services and frequency of access to those services.

The medical intake assessment must include the following indicators unless an additional service or exception is documented pursuant to OHS Policies E-2, E-3 and E-4. At a minimum, the following information (outlined in paragraphs a) through e) below) is to be obtained and recorded in the Inmate health record during the intake process. Inmates re-entering a Facility from alternative housing (out-of-state or county housing) within the previous ninety-one (91) days will have these tests regardless of the date of the last or previous assessment.

a) Baseline Health Indicators:

1) Rapid COVID test to include a Polymerase Chain Reaction (PCR) test for COVID (SARS-CoV-2) for confirmation after a positive Rapid COVID test.

2) Review and record demographic information, allergies, triage data, and any psychiatric and/or medical alerts.

3) Complete set of vital signs, including measured weight and height.

4) Syphilis serology and HIV/AIDS screenings are required for all intakes, ELISA screen for HIV and risk factor.

5) Urine dipstick for all inmates (urine chemistry due to abnormal results).

6) Chlamydia and Gonorrhea screening for males.

7) A mammogram for females in accordance with the American College of Obstetrics and Gynecological guidelines.

8) A complete gynecological exam for female inmates by a practitioner, including a Papanicolaou smear and screening for Chlamydia and Gonorrhea.

9) A health history, physical examination, review of systems, and substance abuse obtained and documented by a medical provider.

10) Capillary blood glucose (fasting blood sugar or A1c if abnormal results).

11) Complete Blood Count (CBC).

12) Vision and hearing screening.

13) Dental/oral examination with markers, as indicated; initial care plan documented by a licensed Dentist; and any subsequent required X–rays

14) Rectal Exam for males (baseline as age/clinically indicated) with stool for occult blood. Notation by the medical provider why clinically deferred or patient refusal.

15) Pregnancy test for all females.

16) Additional testing/diagnostics and examinations as required and indicated as clinically necessary by means of the Health Evaluation by a medical provider and ordered by a medical provider.

b) High Risk and Chronic Care Indicators:

1) Three (3) peak expiratory flow rate readings for Inmates with a history of asthma or emphysema, to include an oxygen saturation concentration percentage reading. Pulmonary condition is to be noted on the Master Problem List, with the annotation of condition as mild, moderate, and/or severe.

2) Screening (interview) for risk factors associated with hepatitis C will be conducted. A serology test is not required at intake at this time, unless the results of the risk factors screening indicate a need and it is ordered by the medical provider.

3) Offer immunizations: hepatitis A/B, influenza (seasonal), Pneumovax (age or clinically indicated), COVID vaccination, and other routine immunizations, as required and prescribed by the medical provider. A history of immunizations as presented by the Inmate should be documented.

4) A posterior-anterior-lateral chest x-ray will be performed to screen for tuberculosis on any new arrival, male or female inmate, testing positive for TB or as directed by the examining physician for those inmates unable to receive the Mantoux skin test. This procedure should only be performed on female intake assessments after evidence of a negative pregnancy test. Additional x-rays will be performed as directed by the examining physician.

5) Inmates testing positive for TB, with a previously positive test, or who present with, or communicate any suspicious signs, will have completed and documented "Signs and Symptoms of TB Screening Assessment" form.

6) The medical provider will review chest x-ray, laboratory, and tuberculosis skin test results within seventy-two (72) hours of intake. Individual results are to be noted by the medical provider with a corresponding progress note entered into the Healthcare record. Appropriate referral by the medical provider for further evaluation is required as indicated.

c) Identification of Continuity in Care Factors:

1) First dose STAT medications, as prescribed by the Facility medical providers, are to be administered to the Inmate before he or she exits the medical unit. Start same day prescriptions are to be provided within the twenty-four (24) hour time-period. All other prescriptions are to begin within forty-eight (48) hours of the medical provider's order.

2) Medical and mental health coding evaluated and assigned for work and housing assignment with documented limitations or restrictions noted.

3) Pre-incarceration or pre-ADOC confinement offsite medical and mental health records, as requested by the medical provider, to include medication records will be obtained.

4) Enrollment in appropriate Chronic Care Clinics and first evaluation with 'Care Plan' completion by a medical provider.

d) Identification of Special Needs and Education:

Documentation that the following information was provided verbally and in writing in their language of origin or orientation. Procedures should ensure that inmates who have difficulty communicating (e.g., foreign speaking, developmentally disabled, illiterate, mentally ill, deaf,

blind) understand. Information must be transcribed in the language of his/her origin or orientation. The inmate will sign/mark acknowledgement of understanding and the original document will be filed in the Healthcare record.

1) Access to Care information, as prescribed above.

2) Special education needs identified, addressed, and entered into the OHS SHA Module by an ADOC Psychological Associate, as appropriate.

3) Educational information provided as to:

   i. Self-breast exams;
   ii. Self-testicular exams;
   iii. Personal hygiene and hand washing;
   iv. Oral hygiene care;
   v. Sexually transmitted disease;
   vi. Airborne illness; and
   vii. Suicide prevention.

e) Required Intake Logs and Documentation:

Each new Inmate arriving at an ADOC intake Facility must be logged into the 'New Arrival Intake Tracking Log.' At a minimum, the following items must be recorded on the designated Intake tracking log:

1) Inmate name and assigned number (Alabama Inmate Serial Number -AIS#);
2) Date of arrival;
3) Date initial screening began;
4) PPD/TST with millimeter results and/or chest x-ray results; and
5) TB Screening form completion, to include PPD/TST placement with millimeter results or other required screening measures.

Tutwiler Prison for Women and its assigned Reception Center are the designated intake centers for women sentenced to the ADOC, the following tracking applies to female intake:

1) Results of intake Pregnancy Test and known incoming pregnant inmates will be documented on the New Arrival Tracking Pregnancy Log. A New Arrival Pregnancy Notification Form will be completed at the time of intake at any designated facility that houses female inmates.

2) A pregnancy test will be completed upon every female inmate arriving or returning to Tutwiler Prison for Women after spending time working or living within the community regardless of the time frame from their last community assignment or previous release. The ADOC ninety-one (91) day policy related to Inmate testing upon return does not apply to the pregnancy testing of female Inmates.

Once an Inmate is assigned to a Facility, the Facility's Healthcare staff will address and/or meet the Inmate's healthcare needs. The healthcare staff is responsible for providing pertinent health status information to the ADOC Classification Supervisor and ADA Coordinator within the guidelines of HIPPA, as it applies in the correctional setting. Such information will be considered in the institutional assignment of the Inmate.

5.4 Healthcare Assessment/Physicals

Inmates receive periodic health assessments at an appropriate frequency, taking into consideration age, gender, and the health needs of the Inmate population. OHS utilizes a five (5) year health record exam that delineates required frequency of Inmate physical exams and the associated testing and exam requirements. This physical exam guideline and form is contained in OHS Policy E-4, "Health Assessment." A ccomplete annual physical is required for any Inmate forty (40) years of age or older, assigned a medical code of four (4) or above, immunocompromised, and diagnosed with chronic health conditions. All other Inmates will, at a minimum, receive a temperature, pulse, respirations, weight, blood pressure, and TST on an annual basis. Inmate health assessment due dates are accessed via the ADOC-IMS-Office of Health Services Computer Module data entry program.

Qualified healthcare professionals will conduct, complete, and document the required health assessments in a timely manner. Inmates receive periodic health assessments in the Facility by qualified healthcare professionals. Vendor shall acknowledge that a nurse participating in the assessment process, as regulated by the state Nurse Practice Act, will have additionally completed appropriate in-service training, approved or provided by the responsible Facility physician. The responsible physician, nurse practitioner, or physician assistant documents his or her review of all health assessments.

5.5 Transfer and Receiving Screening

Qualified healthcare personnel will review, evaluate, and document pertinent health information to be forwarded to the receiving Facility with the Inmate Healthcare record (in-state) and all prescribed medications (excluding narcotics) upon notice by the ADOC of the intent to transfer the Inmate to a different Facility. Medical and mental health information and medications will be sealed and secured before providing them to the transferring correctional staff member for transport to the next Facility.

Out-of-state transfer considerations require pre-screening health review and assessment utilizing the ADOC 'Out of State Transfer Criteria Screening' form. Vendor must be prepared to provide a transfer and receiving screening in accordance with OHS Policy E-3(a) through (c), often on short notice with a movement order of fifty (50) or more Inmates.

5.6 Daily Triaging of Sick-Call Requests

The triage of sick-call requests will be conducted in accordance with ACA and NCCHC standards. The collection and review of all sick-call requests will take place seven (7) days a week, including holidays and weekends. For facilities with daily nursing services, sick-call requests must be

reviewed and triaged within twenty-four (24) hours of a sick-call request being submitted by the Inmate. For Facilities without daily nursing services, sick-call requests must be reviewed and triaged the next scheduled clinic day. A RN will evaluate Inmates presenting themselves for assessment in accordance with the ADOC approved sick-call protocol. Approved nurse evaluation and assessment tools will be utilized to manage the Inmate's sick-call request and/or to refer the Inmate to a physician or practitioner, as necessary. An immediate referral to a higher-level practitioner will be done as clinically indicated.

All medical triage activity must be supervised and/or reviewed of the Director of Nurses or Registered Nurse Manager. Medical emergencies are to be assessed twenty-four (24) hours a day, seven (7) days a week and appropriate referrals and care provided. A RN, certified registered nurse practitioner, or physician assistant will conduct onsite nurse sick-call clinic.

All "Sick Call Request" slips must be dated, timed, and initialed by nursing personnel when reviewed. Inmates are to be provided written instruction advising them of the plan of care, including applicable educational information, follow-up instructions, and referral to a higher-level practitioner. Due to security considerations, an offsite appointment date shall not be shared with the Inmate. Sick-call requests must be tracked by logging the initial request and each step of the referral process through completion on an OHS approved "Sick Call Tracking Log," located in the OHS policy and procedure manual.

5.7 Sick Call

Sick call will be held during regularly scheduled clinic days and conducted in accordance with NCCHC standards. A RN must be assigned to oversee the sick-call process. This RFP's minimum staffing plan is configured to provide for this level of coverage by an RN. In most cases, a RN will initially evaluate presenting Inmates in accordance with sick-call protocol and will manage the Inmate's complaint and/or refer the inmate to the medical provider. All Inmates housed in general population seeking a routine sick-call visit must be seen within forty-eight (48) hours of receipt of the sick-call request if received during a workday. A response to a routine sick-call request for an Inmate housed in general population received over the weekend and on a holiday shall not be greater than seventy-two (72) hours. All Inmates assigned to a restrictive housing unit, protective custody, and death row must be seen within twenty-four (24) hours of receipt of a sick-call request, subject to any security concerns. Emergent sick-call requests must be handled the same day regardless of the Inmate's housing assignment.

5.8 Emergency Services

Vendor will make provisions for, and be responsible for all costs associated with, twenty-four (24) hour emergency medical and dental care including, but not limited to, twenty-four (24) hour medical on-call services and ambulance services when necessary. Written policy and procedure will provide for both urgent and emergent conditions, to include:

a) Emergency transport of the inmate from the Facility when required;

b) Use of an emergency medical vehicle;

c) Use of state-owned vehicles;

d) Use of one or more designated hospital emergency departments or other appropriate facilities;

e) Emergency on-call physician and dentist;

f) Security notification procedures for immediate medical transfer of an inmate;

g) All healthcare and correctional staff on shift to be trained in emergency procedures for obtaining emergency medical care and responding to emergencies;

h) Sexual assault response, care, and intervention according to PREA and SANE requirements;

i) Qualified healthcare personnel to be certified in CPR/AED nationally recognized training and re-certified on a yearly basis;

j) Treatment for visitors and staff consisting of stabilization and referral to personal physician or local hospital is required;

k) Testing of inmates, ADOC staff, and/or contracted employees as the result of exposure to an infectious disease including, but not limited to: TB, Hepatitis A/B, STDs, COVID, meningitis and/or HIV;

l) Current list of call back personnel, with contact means for disaster response situations; and

m) Current list of off-site community provider services, with contact information to include emergent call numbers.

5.9 Primary Provider

A physician, nurse practitioner or physician assistant, herein referred to as a "provider," will provide acute, routine, and chronic primary care services within the confines of the Facilities. Vendor will ensure Inmates with chronic illnesses receive continuous and appropriate Healthcare services to prevent or reduce complications of chronic illness and promote health maintenance. Vendor's Providers are expected to respond to the inquiries of OHS staff as requested. The Facility Medical Director/Physician must actively participate in the case management of all Inmates assigned to his or her respective Facility while the Facility Medical Director/Physician are on inpatient status. Vendor is to notify the DCHS of an Inmate's imminent death and immediately upon the death of any Inmate.

5.10 Chronic Care and On-Site Specialty Services

Any Inmate with a confirmed chronic illness or closely monitored medication treatment related to the treatment of a chronic disease/illness, as documented by the Inmate's medical provider, must be

enrolled in a chronic care clinic. Medical providers provide chronic care and sick-call clinics concurrently when assigned to a Facility.

Vendor's medical providers are to utilize OHS Policy G-9, 'Medical Profiles,' as a guideline when ordering profiles related to an Inmate's chronic or short-term disability. A licensed nurse will assist the medical provider in managing onsite chronic care and specialty clinics. The licensed nurse is responsible for ensuring that the Inmate is scheduled to receive follow-up diagnostic testing, treatment, and/or assessments within the time period ordered by the medical provider.

At a minimum, the following **onsite Chronic Care Clinics** are required:

a) Seizure;
b) Cardiac / Hypertension;
c) Pulmonary Hyper-Lipedema;
d) HIV/AIDS;
e) Liver Disease;
f) Diabetes;
g) ADA-Special Needs;
h) Renal disease;
i) Hepatitis; and
j) Hormone Therapy.

Onsite and offsite specialty services are those provided to Inmates by a medical provider specialized in a specific area of medicine. The inmate's primary care physician may request consultation by a licensed 'specialist'. Specialty services can be delivered in the community or through onsite clinics for evaluation and/or treatment by the physician specialist, with the required knowledge or experience. Vendor will contract with physician specialists to provide onsite clinic services, if possible. The use of onsite clinics not only improves continuity of care, but also reduces transportation and security issues and concerns. Vendor is responsible for the provision and payment of all specialty and chronic care services provided onsite.

Scheduling eligibility for an onsite physician specialty clinic requires a referral from the examining physician. Vendor must evaluate the availability and feasibility of onsite physician specialists as deemed appropriate. ADOC may review the viability of purchasing additional diagnostic equipment to assist in making a clinic available. Currently, the following onsite specialty clinics have been successfully attained at multiple Facilities. At a minimum, the Vendor should secure the following **physician specialist to provide onsite clinics** in person or via telehealth at the major Facilities:

a) Ophthalmology;
b) Optometry;
c) Podiatry;
d) Oral Surgery;
e) Nephrology;
f) Psychiatric Referral/Consultation;
g) Dermatology;

h) Obstetrics-Gynecology; and
i) HIV.

5.11 Women's Health and Perinatal Program

Healthcare staff will be trained in 'gender responsive-trauma informed management' in meeting the physical and psychological needs of the female Inmate population. Female Inmates shall receive PAP smears at intake and as designated in the OHS Policy E-4, "Periodic Health Assessment," unless clinically indicated more frequently. Periodic mammograms will be performed as outlined in OHS Policy E-4, "Periodic Health Assessment" and as clinically indicated.

Preventative screening for osteoporosis, menstrual abnormalities, ovarian and cervical abnormalities, and menopause shall be provided. Inmates with abnormal results will be informed of their screening/test results and receive appropriate and timely follow-up testing and medical intervention.

Pregnant Inmates require close obstetrical supervision and prenatal care . Pregnant inmates are to be housed at Tutwiler Prison for Women. Vendor will provide an onsite prenatal program that meets the special needs of pregnant Inmates. Clinically appropriate delivery services are to be conducted at a licensed Alabama hospital as pre-arranged by Vendor. High-risk pregnancies and births are typically managed at the University of Alabama Medical Center in Birmingham or Jackson Medical Center in Montgomery, Alabama. Ambulance transport for delivery services is to be obtained by Vendor. Post-partum care may be provided within the institution infirmary and later within the institutional setting. Infant care and/or services are not expected of the Vendor.

The ADOC currently has a partnership with **"The Alabama Prison Birth Project" to provide the services of a "Doula" as part of the Alabama prison birth program**. Pregnant Inmates have experienced an enhanced quality of care, increased positive outcomes of the birth process, and a high level of emotional and physical support as a result of this program. Vendor will be required to work with the professionally trained individuals within the Doula program.

5.12 Chronic Long -Term Care

For the Inmate with an injury or illness requiring a higher level of medical care than available within the Inmate's assigned Facility, the Inmate may be transferred to another Facility better suited to provide the higher-level medical care. Prior to an intra-system transfer for medical reasons, the ADOC Director of Health Services and/or the OHS Associate Director of the Facility region must be contacted.

a) The onsite physician will develop, subject to ADOC approval, special medical programs for inmates requiring close medical supervision involving chronic and/or convalescent care. The plan of treatment will include directions for healthcare staff and correctional staff regarding their roles in the care and supervision of the Inmate.

b) The Facility Medical Director/Physician will actively participate in identifying Inmates for the ADOC Medical Furlough Program (AR 708) and request for early parole due to illness.

The Vendor employed Regional Special Needs Coordinator will be the point of contact for these referrals. The OHS Associate Director for the Facility region will work directly with the DCHS and OHS clinical management staff.

5.13 Dialysis

Vendor is responsible for securing comprehensive Hemodialysis services, to include all supplies, equipment, and specialty consults by an Alabama licensed, board certified Nephrologist. Onsite Hemodialysis services are to be provided at St. Clair Correctional Facility and Tutwiler Prison for Women. Vendor will maintain an on-call dialysis nurse and/or certified technician, designated to return to the Facility to respond to any urgent and emergent dialysis need, including a treatment. Inmates sentenced to ADOC and received from the community on Peritoneal Dialysis (PD), is an extremely rare occurrence. However, when PD is ordered for an inmate by a Nephrologist the Vendor is responsible for securing and coordinating this service with the appropriate provider.

Vendor is responsible to ensure current inspection and maintenance of health and sanitation, including the integrity of the dialysis Facilities.

The ADOC currently averages around forty-three (43) male Inmates requiring dialysis on a routine basis, and two (2) female Inmates. Two (2) chairs/units exist at Tutwiler Prison for Women and twenty-one (21) chairs/units exist at St. Clair, with two (2) of the twenty- one (21) chairs designated for isolation patients. The ADOC currently averages five hundred (500) treatments per month, or six thousand (6,000) treatments per year, statewide.

5.14 Infirmary

Vendor must adhere to OHS Policy G-3, "Infirmary Placement." Vendor will utilize infirmary units to the fullest extent, consistent with acceptable medical standards. In operating infirmary units, the following guidelines must be followed:

a) A medical provider must be on-call twenty-four (24) hours per day;

b) An RN must supervise the infirmary. A minimum of one (1) RN on duty per shift per twenty-four (24) hour period, seven (7) days a week is required for those Facilities with infirmary beds. This RFP's minimum staffing plan provides for this level of coverage by an RN;

c) Nurse Care Plans (ADOC approved "Kardex" design) will be maintained and updated as required based on current care needs and medical treatment ordered;

d) A complete nursing admission assessment will be performed and documented by an RN within the first eight (8) hours of a patient admission;

e) All Inmates assigned to the infirmary must be within sight or sound of a staff person;

f) All infirmary encounters by a medical staff will be documented in the Inmate's Healthcare

record;

g) A manual of infirmary-specific nursing care procedures will be made available;

h) A separate, individual, and complete Healthcare record for each Inmate admitted to the infirmary, including an admission work-up and discharge plan, will be completed;

i) Upon discharge from the infirmary, a copy of the discharge summary, special needs or chronic care treatment plan, most recent special needs or chronic care clinic forms, and the master problem list will be placed in the Inmate's regular institutional Healthcare record;

j) Vendor will arrange for negative airflow isolation rooms to be professionally inspected no less than yearly. Documentation will be maintained ensuring appropriate air exchange is being maintained.

k) Negative airflow isolation rooms utilized to house an Inmate will be monitored by healthcare staff each shift per day for appropriate exchange. Documentation of each shift check will be recorded in the individual Inmate Healthcare record. Currently, Bibb, Donaldson, Kilby and Limestone Correctional Facilities and Tutwiler Prison for Women are equipped with negative pressure rooms.

5.15 Debilitating Illness, Chemo-Therapy Treatment, and Mental Health

Inmates diagnosed with a debilitating illness (e.g., Amyotrophic Lateral Sclerosis, Cerebrovascular Accident, Multiple Sclerosis), who become permanently incapacitated while incarcerated as a result of illness /injury or who are undergoing chemo- therapy treatment for cancer, will be considered for placement on the facilities outpatient case load, for on-going monitoring of mental health needs and symptoms. Mental health staff will actively participate with the medical treatment team in evaluating the inmate's physical and mental health needs while undergoing therapy.

5.16 Hospice Program

Vendor will be expected to implement and participate in the ADOC Hospice program, consistent with OHS Policy G-11. Inmates diagnosed with an end-stage illness where curative therapy is no longer indicated will be eligible for hospice care. The designated Vendor coordinators and the designated ADOC hospice program clinical manager will monitor each Facility's hospice training, services, and activities. Training will be conducted by the Vendor for staff and predetermined Inmate volunteers.

Vendor's mental health staff will be expected to participate in the ADOC hospice program. Hospice care will be implemented and monitored by the designated Vendor's Medical Regional Coordinator for Hospice and the designated ADOC Regional Associate Director.
All ADOC Facilities that maintain an onsite inpatient infirmary with twenty-four (24) hour nursing services are to utilize the Hospice Program "Dignity" (included in ARD) as the guidelines for an individual treatment plan for end-of-life care. The ADOC does not have a single designated Facility for all Hospice care. Hospice/Palliative care services will be made available to all Inmates.

5.17 Off-Site Outpatient and Inpatient Services

a) Vendor must arrange for the provision of reasonable and necessary medical care for Inmates whose needs exceed the resources available within the confines of an ADOC Facility. All offsite outpatient and inpatient physical health related services required in the diagnoses and treatment of an Inmate's illness or injury will be managed and paid for by Vendor.

b) All community (non-commitment) inpatient mental health treatment assessed and evaluated as the appropriate interim level of mental health care by a Psychiatrist, shall be coordinated with the ADOC-OHS designated mental health services clinician and administrator. Vendor's obligations as to Inmates at Citizens Baptist Medical Center in Talladega, Alabama are reflected in AR 640.

c) Offsite clinic services must be provided within the time frame specified by the referring physician and result in a legible report in the Inmate's Healthcare record within seven (7) days after the appointment. Inmates returning from an offsite provider appointment must have a written report that, at a minimum, contains:

    1) Reason for the consultation (Subjective);
    2) Appropriate exam / lab findings (Objective);
    3) Diagnosis (Assessment);
    4) Discharge plan(s); and
    5) Follow-up requirements or appointment, if necessary.

d) All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the offsite medical provider and the Vendor's primary care physician within twenty-four (24) hours of the appointment.

e) Vendor is responsible for establishing an outpatient and specialty services network. This network must include but is not limited to subsequent negotiations of provider rates for outpatient specialty services that require less than a twenty-three (23) hour hospital stay. Vendor is responsible for the management and/or referral of medically necessary secondary services, such as specialty consultations / clinics, and all outside diagnostic services and procedures.

f) Vendor is responsible for all inquiries or contractual pre-agreements deemed to be required to support such services. Vendor will be:

    1) Responsible for all contract arrangements being completed prior to the onset of work;

    2) Responsible for the timely payment of all outpatient specialty care services provided per this RFP, whether onsite or offsite; and

3) Responsible for offsite and inpatient services as outlined in Section V, 5.17-5.20, of this RFP and approved or modified by the ADOC.

g) Vendor is required to utilize the ADOC's Blue Cross and Blue Shield (BCBS) contracted hospital network arrangement, as administered by the State Employees Insurance Board (SEIB), for all inpatient services (greater than twenty-three (23) hours) and emergency room (hospital charges only) visits. All claims related to inpatient and emergency room services, as described below, will be processed and reviewed by BCBS and submitted to SEIB for payment. These paid claims will be applied against the pre-paid monthly fee of five hundred thousand dollars ($500,000) by Vendor (reference Subsection 5.18 of this RFP) and any excess will be invoiced to Vendor for payment.

h) Blue Cross Claims Processing and Payment Responsibility:

1) Claims submitted to Blue Cross: All Facility claims for inpatient and outpatient services filed on a form UB-04 CMS 1450 should be submitted to, and paid by, Blue Cross. Outpatient Hospital services include, but are not limited to: surgery, emergency room, diagnostic lab, x-ray, pathology, IV therapy, chemotherapy, radiation therapy, and dialysis. In addition, Blue Cross coverage/network provides for physician, CRNP, and PA emergency room services filed with the hospital tax ID number on form CMS 1500 when place of treatment is outpatient hospital or other medical/surgical facility (i.e., freestanding ambulatory surgical facility) and Emergency Department review CPT codes 99281 – 99285 or 99289 – 99292.

2) Claims Processed and Submitted Directly to Vendor: All non-emergency room physician services and other non-facility services filed on a HCFA 1500 (new form CMS 1500).

i) Vendor designated ADOC Medical Contract Utilization Management and Claims Management personnel will be trained on the BCBS Claims system. This provides for the on-line "real time" viewing of BCBS payments reducing the risk of duplicate provider payments and providing a means of monthly reconciliation of paid claims.

j) Vendor, the ADOC, and SEIB will perform periodic audits to determine any duplicate provider payments.

k) Vendor will provide the ADOC and the SEIB with any claims data not processed by BCBS for payment on a monthly basis within the required electronic format outlined in Appendix I of this RFP, "SEIB Reporting Requirements."

l) All mental health inpatient service claims will be reported to the OHS Finance and Benefits Manager. Utilization and claims associated with inpatient mental health services will not be processed through the BCBS Claims system.

m) Vendor's Psychiatrist Director will provide the review, management, and reports of ADOC Inmates receiving inpatient mental health services, in collaboration with the ADOC Director of Psychiatry.

5.18 Off-Site Service Responsibilities, Requirements, & Financial Assumptions

Vendor is responsible for ensuring the fulfillment of any and all medical staff privilege requirements for any hospital within the State and providing attending physician services at a particular hospital as needed to render inmate medical care.

The individual financial responsibilities of Vendor and the ADOC, for offsite medical service and SEIB/BCBS administrative and access fees, are as follows:

a) ADOC

1) The ADOC will pay SEIB and be responsible for all BCBS access fees and SEIB administrative fees, as agreed to in the original SEIB/ADOC Intergovernmental agreement dated November 1, 2018.

2) The ADOC will be responsible for inpatient and outpatient service claims eligible within the SEIB-BCBS network agreement for inmates requiring this secondary level of services while housed in a non-designated ADOC institution, county jail, or on escape status or weekend pass.

3) The ADOC will be responsible for inpatient service claims for inmates requiring said services that are on Community Corrections Program status, upon notification of the need of this level of care, authorization, and notification by the ADOC Director of Community Corrections.

4) The ADOC will be responsible for inpatient service claims for inmates requiring said services that are being temporally housed in a County Jail facility, upon notification of the need of this level of care, verification of the inmate's transcript, and assignment of an ADOC identification number. This process will be followed in accordance with Alabama Code Section 14-3-30.

5) ADOC will be financially responsible for all charges associated with the inpatient hospital care of an individual Inmate (inpatient is defined as a stay of twenty-three (23) hours or greater) in excess of one hundred thousand dollars ($100,000) in the aggregate, per twelve (12) month contract period. In the instance of a hospital stay that overlaps between two contract terms, the Vendor is responsible for the prorated rate associated with the number of days of the previous contract term. The days associated with the beginning of the new contract term will apply to the twelve (12) month contract term limit of one hundred thousand dollars ($100,000).

6) ADOC will be financially responsible for all charges with the inpatient hospital care of an individual inmate for mental health services.

b) <u>Vendor</u>

1) By the fifth (5th) day of each month, Vendor will pay SEIB five hundred thousand dollars ($500,000) to be applied against all paid claims associated with inpatient and outpatient services provided within the BCBS network and processed by SEIB. Fees for inmate health services that exceed the prior month reimbursement will be reconciled during the succeeding month.

2) SEIB's monthly claims documentation will be submitted in a format that provides both a cumulative year-to-date (contract year) report and monthly report. Any reimbursement adjustments, based on such monthly documentation, shall be applied to the subsequent month's invoice in the form of a credit to Vendor or as additional reimbursement to SEIB. Vendor is not expected to pay for claims based on projected expenses or accruals.

3) SEIB will provide a final reconciliation of all claims incurred and paid within one hundred twenty (120) days from the end of each annual term. The yearly reconciliation of claims shall take into account all prior monthly reconciliations. Yearly reimbursement adjustments shall be applied to a subsequent month's invoice in the form of a credit to Vendor or as additional reimbursement to SEIB. In the event there is no subsequent month's invoice, adjustments shall be in the form of a payment to Vendor or additional reimbursement to SEIB within thirty (30) days of receipt of the final reconciliation.

4) Additional fees for services that are not processed or covered by the SEIB/ADOC network contract, to include additional physician fees, are the responsibility of Vendor.

5) Vendor will be responsible for all Utilization/Case Management and will be supported by BCBS in the admission and discharge process for all ADOC Inmates regardless of housing status.

6) Vendor is financially responsible for all of the on-site and off-site medical care of an inmate who is physically housed in one of the ADOC facilities identified in Appendix A of this RFP, and who appears on the daily institutional count. Inmates who are out-gated to court or special work program will not be counted in the Vendor's institutional count.

7) Vendor will be financially responsible for all charges associated with the inpatient hospital care of an individual inmate (inpatient is defined as a stay of twenty-three (23) hours or greater) up to one hundred thousand dollars ($100,000) in the aggregate, per twelve (12) month contract period. Coverage will be prorated for contract terms less than twelve (12) months.

8) Vendor will provide independent Vendors and subcontractors with a utilization management protocol as a component of Vendor's agreement with the provider or hospital. This protocol will delineate utilization review and non-payment criteria.

9) Any non-payment, in whole or in part, to a provider, service, or hospital will be explained in writing with a copy to the ADOC. The ADOC may review disputed charges. Final resolution of payments rests with the ADOC. The Vendor will reimburse all sub-vendors within sixty (60) days of the date of billing or face potential assessment by the ADOC.

10) Vendor will be financially responsible for all claims associated with an inpatient medical care visit or other services, as specified within a financial threshold, of an Inmate who is physically housed in one of the ADOC Facilities identified in Appendix A, who appears on the daily institutional count as out-gated to an inpatient mental health care facility.

11) The ADOC reserves the right to deduct from Vendor's monthly service payment any amount due SEIB by Vendor that is not paid in a timely manner. Vendor is to notify the ADOC DCHS in writing of any and all payment or claims or disputes between SEIB and Vendor.

5.19 Administrative

In addition to providing onsite, offsite, and personnel services, Vendor will provide a professional management program to support all Healthcare services within the ADOC.

a) Vendor will design and recommend any new policies, procedures, and protocols for the healthcare unit, dental, medical, and mental health staff, in concert with the OHS Director of Medical Services and Director of Mental Health Services with final review by the DCHS.

b) Vendor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the OHS Regional Clinical Manager and Warden of the Facility within one (1) business day of the event.

c) A representative of Vendor will meet with the DCHS and/or her/his representative(s) at least weekly progress in the fulfillment of contractual requirements.

d) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported to the ADOC at the monthly administrative meetings with the DCHS and/or representatives.

e) Vendor will review the healthcare status of an Inmate admitted to an outside hospital on a daily basis to ensure that the duration of the hospitalization is no longer than clinically indicated. Daily reports will be submitted to OHS clinical management staff. Vendor will provide each Facility Warden with no less than a weekly health status report on all hospitalized Inmates from his/her designated Facility. A weekly report of all Inmates on inpatient status will be submitted to the DCHS and the OHS Finance and Benefits Manager.

f) Vendor will notify Warden and Associate Director of Health Services of any Inmate admitted to the hospital for medical reasons that may require family notification due to the critical nature of such illness or injury.

Treatment, care, and applicable procedures including, but not limited to, surgery, prosthetics, and dental prosthetics initiated at the Facility, will be completed prior to clearance of the Inmate for transfer to another ADOC Facility, with the exception of an emergency, disciplinary, or mental health transfer. If an inmate is transferred prior to completion of pending treatment, the financial burden of the provision of appropriate care rests upon Vendor.

5.20 Utilization Review and Case Management

Vendor will be required to assist the ADOC in providing inpatient utilization and claims management (UM) for Inmates who currently are under the jurisdiction of the Department, or are being transferred to the jurisdiction of the Department but are housed in a county jail, or are serving time under a community based program. Should this class of Inmate be admitted to a community hospital, the OHS Finance and Benefits Manager will notify Vendor's designated local UM Coordinator and Regional Medical Director of the Inmate's whereabouts and point of contact. Daily UM reports for these classifications of Inmates are to be included in Vendor's daily UM report. Vendor's Regional or Assistant Medical Director will assist in the communication of treatment modalities with the Inmate's attending hospital physician.

Vendor will make referral arrangements to a specialist provider for treating Inmates whose Healthcare problems extend beyond the scope of services provided on-site. Vendor will pay all costs incurred from care by a specialist and other service providers. All referrals are to be coordinated through the individual Facility Wardens to address transportation and security issues. Scheduled appointments must be given to the Warden in writing at least one (1) week prior to the appointment. Last minute changes must be communicated to the Warden or shift commander's office in writing, immediately upon notification.

The utilization review process for approval of outside consultation or service will be completed within seven (7) working days from the time the physician's referral request was written. Each Facility will have a designated staff member responsible for the coordination and management of the Utilization Review process. Vendor will develop, establish, and implement procedures to obtain consultation and service for approved emergent, urgent, and non-emergent referrals.

The ADOC contracts for private transport security services to escort inmates to off-site medical appointments at a number of facilities. Vendor needs to assure that timely communication of any appointments that occur in addition to the weekly scheduled appointments is communicated to the Warden immediately.

5.21 Comprehensive Quality Improvement Program

Vendor will establish a Comprehensive Quality Improvement Program (CQI). This program will be established utilizing standards set forth by the NCCHC. The CQI will evaluate the healthcare provided to inmates at both onsite and offsite facilities for quality, appropriateness, continuity of care, and provide recommendations for improvement.

Vendor shall be responsible for compiling data from all Facilities and presenting reports of the findings at the quarterly Statewide ADOC Medical Advisory Committee meetings.

Vendor will provide written CQI plans and any required action plans to OHS. CQI plans shall be updated on an annual basis.

a) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of health services.

b) Information gathered by Vendor will be utilized for the preparation of monthly reports of services and semi-annual and annual reports for the analysis of services provided.

c) Data collection will be monitored at each Facility by the onsite physician and supervised by the Health Services Administrator. Monthly reports will be generated and presented for discussion at each monthly Quality Improvement Committee meeting. Any significant variances in the data will be investigated and discussed during these monthly meetings.

d) CQI meeting minutes shall be generated and maintained on site. Copies should be made available to and reviewed by appropriate personnel.

e) At least one (1) process and/or outcome quality improvement study shall be completed each year. The CQI committee will document a written annual review of the effectiveness of the CQI by reviewing quality improvement studies and CQI committee meeting minutes.

5.22 Peer and Mortality Review Processes

a) Peer Review Process

Vendor will provide a meaningful peer review program covering all medical and mental health staff under the direction of its statewide Medical and Psychiatric Directors. Vendor's statewide Medical Director and the Director of Psychiatry will ensure the completion of an annual peer review covering (but not limited to) the following areas:

1) Sick-call/outpatient encounters;
2) Infirmary admissions and care;
3) Inpatient hospitalization;
4) Specialty referrals/offsite procedures;
5) Prescribing patterns;
6) Ancillary service utilization;
7) Infection control and disease prevention;
8) Psychiatric inpatient/outpatient encounters;
9) Mental health unit admissions (e.g., Stabilization Units, Residential Treatment Units, and Structured Living Units); and
10) Inmate grievances.

b) Mortality Review Process

During the term of the awarded contract, Vendor will conduct a mortality review following the death of any Inmate during his or her incarceration in an ADOC Facility. Vendor will conduct a

Mortality Review Committee (MRC) within a timeframe that ensures that every death is reviewed within thirty (30) days. The nature, scope, and extent of each mortality review will be sufficient to understand the cause of death and any relevant factors that might have contributed or potentially prevented the death.

The mortality review process is intended to be confidential and privileged. All necessary steps will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the mortality/peer review process, unless required to do otherwise by a court of competent jurisdiction.

Vendor and the ADOC will not publicly disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality review process and/or the contents of any documents created, drafted, or otherwise prepared during the mortality/peer] review process.

ADOC will be represented on the MRC by designated clinically qualified medical and mental health staff. The Vendor's statewide Medical Director will chair the MRC and determine Vendor representation. ADOC representatives shall actively participate on the MRC, and will receive information and documentation generated by the MRC. ADOC representatives will provide documentation and/or information when necessary to complete any mortality review in a timely manner.

5.23 Infection Control Program

Vendor will establish a comprehensive Infection Control Program based on ADPH regulations and ACA, CDC, and NCCHC guidelines.

a) The infection control program will include Vendor's infection control processes and activities as related to surveillance, prevention and control of infections, employee training and education, and reporting processes, in accordance with state and federal law.

b) Vendor will provide a copy of their Infection Control Manual, with supplemental updates, to OHS.

c) At each Facility, the Facility Medical Director will designate a specific medical services staff member to assist in establishing, maintaining, and monitoring an infection control program.

d) The Facility Medical Director will be the Facility chairperson of the infection control program and committee. Minutes of the meetings will be maintained at the Facility.

The minimum ADOC staff plan submitted within this RFP requires a physician dedicated to Infectious Disease Management/Prevention with a dedicated support staff member. The use of tracking logs (i.e., Skin Infections, Wound Care, airborne infection and Ectoparasites) is expected to facilitate the computation and trend analysis of infectious disease within the Inmate population.

Vendor's Statewide Infectious Disease Physician and Infection Control RN will coordinate the dissemination of information related to a potential compromise in infection control. Upon the confirmation of communicable infection or disease of an Inmate, the OHS Regional Clinical Managers, Director of Medical Services, and/or DCHS will be notified prior to contact with the ADPH, when feasible. Infection control reporting is required at the weekly vendor meeting with OHS.

5.24 Ancillary Services

Vendor will utilize onsite Facility ancillary services to the fullest extent and will be responsible for the provision and payment of all onsite and offsite radiology, laboratory, pharmacy, and other ancillary services as required and medically indicated.

5.25 Dental Services

Dental services will be provided to inmates consistent with state and federal guidelines. All Inmates are required to receive an initial dental screening, under the supervision of a licensed dentist, within seven (7) days of admission into the ADOC. Instruction in oral hygiene and preventive oral education are given within thirty (30) days of admission.

Dental cleaning will be offered once yearly to those Inmates who are: HIV positive, diabetic, taking Dilantin, or taking calcium channel blockers. Special consideration for dental cleanings is given to Inmates who are immune compromised due to illness or treatments.

The ADOC requires that each dental unit have a Facility-specific infection control manual. Said manual shall reflect infection control practices consistent with guidelines provided by the American Dental Association and CDC.

Vendor is responsible for the provision of all staffing, instrumentation, and supplies, including prosthetics and maintenance or replacement of equipment. Vendor is required to provide a copy of maintenance or supply agreements to the ADOC for review upon request. Digital dental x-ray is not currently available within the Facilities.

All care is to be timely and should include immediate access for urgent or painful conditions. Vendor's dentists must be available for treatment of dental emergencies. All dental emergencies will be responded to within twenty-four (24) hours of occurrence. All dentists will be licensed in the State of Alabama. Refer to NCCHC Standard for Health Services in Prisons, 2018 edition, Essential Standard P-E-06. A dental x-ray of an ill-affected tooth/teeth is required prior to any extraction(s).

Vendor will provide dental prosthetics to inmates when determined by the dentist that the health of the Inmate would be adversely affected if a dental prosthesis were not provided. Dental prosthetics will be completed and delivered within ninety (90) days of a dental impression. Vendor will provide all dental laboratory services required to provide the appropriate level of care.

If the Inmate has been edentulous prior to entering the ADOC, an evaluation should be made on a case-by-case basis as to whether the Inmate should have denture(s) or dental prosthetics for this condition.

Vendor will provide annual dental screenings to Inmates from the date of the last treatment or exam given, and more often if clinically indicated. Routine care will be provided within forty-five (45) days of an Inmate's request for treatment.

Vendor is responsible for contract arrangements and budgeting for oral surgery services.

Inmates are required to have routine as well as urgent/emergent dental services. Treatment based upon assessed needs will include, but not be limited to, the following:

1) Prophylactic, oral hygiene;
2) Restorative;
3) Endodontics;
4) Periodontal screening, evaluation, and early treatment;
5) Routine and simple surgical extractions;
6) Prosthetics; and
7) Patient education with nutritional/dietary counseling

The Alabama Board of Dental Examiners and the Code of Alabama Dental Practice Act has multiple provisions related to the supervision and administrative responsibilities of licensed dentists, dental hygienists, and ancillary personnel used in a dental practice. When developing its dental program for the ADOC, a Vendor is strongly encouraged to review the following references via the website addresses and the corresponding subcategories:

Dental Administration and Services References:

http://www.dentalboard.org/

Board of Dental Examiners of Alabama – Board Rules
•CHAPTER 270-X-1 INTERNAL BOARD MATTERS
•CHAPTER 270-X-2 DENTISTS
•CHAPTER 270-X-3 DENTAL HYGIENISTS
•CHAPTER 270-X-4 MISCELLANEOUS
•CHAPTER 270-X-5 ORGANIZATION AND PROCEDURE
http://www.alabamaadministrativecode.state.al.us/

Code of Alabama/Alabama - Dental Practice Act
Alabama State Code & Rules of the Board of Dental Examiners of Alabama Published by Board of Dental Examiners of Alabama
Code of Alabama (1975), §34-9-43(11) requires the Board to annually publish the provisions of the Alabama Dental Practice Act and Board Rules.
§ 34-9-9. Exercise of independent professional judgment by dentist; prohibited business arrangements or relationships; penalties.

5.26 Pharmacy Services

Vendor is accountable for all aspects of pharmacy services including, but not limited to, procurement, inventory control, administration, and disposal of all pharmaceuticals. The population served includes all Inmates assigned to the ADOC. Vendor will be responsible for prescribing and administering drugs necessary for the treatment of any disease, illness, or injury. All dispensing must be in accordance with Alabama state and federal laws and pharmacy regulatory boards. Inmates are not charged a co-pay fee for prescribed medications.

The ADOC Facilities have designated "medication administration and limited stock storage" areas for the direct administration of medication. Each such area is under double lock and meets the criteria for the distribution of medications.

Vendor responsibilities include:

a) All medications must be prescribed or countersigned by a licensed provider. Records of administration and medication profiles must be maintained. Reports of medication usage must be reported to the CQI Committee on a monthly basis. Formulary revisions must be specified and are subject to review and input from the ADOC;

b) Vendor is responsible for management controls, staffing, and quality assurance of pharmaceutical services;

c) On-site and off-site pharmacies must be licensed to provide all pharmacy services for medication distribution to the ADOC;

d) Vendor will provide coverage by a licensed pharmacist twenty-four (24) hours a day, seven (7) days a week for emergency STAT orders;

e) Vendor will provide, furnish, and supply pharmaceuticals and drugs to the ADOC utilizing a "unit of use" or a standard correctional institution blister card packaging method. Each packaged medication card will be individually labeled. The label will, at a minimum, include the drug name, strength, lot number, expiration date, and manufacturer. If modified unit of use system, such as a card or blister pack, is utilized, each card or pack will be labeled as a prescription. Prescriptions will minimally be labeled to include the Inmate's name and AIS number, drug name, dosage, directions (frequency of administration), and any applicable warnings or dietary instructions, or other information required by law;

f) Vendor will package non-controlled, non-abusive medications in no more than a month's supply as ordered by the onsite physician or specialist;

g) The ADOC consulting Medical Director, Director of Medical Services, and Director of Psychiatry will be members of the Pharmacy and Therapeutics Committee (P&T Committee) and will participate in discussions of proposed changes to the formulary. Formulary decisions (including exclusions and removals) must be supported by evidence,

discussed with the Vendor Medical/Psychiatric Directors and chief of Pharmacy, and approved by vote of the full P&T Committee. Restricted exclusions from the formulary must be identified and justified by the Vendor's Medical Director;

h) Vendor will maintain records (electronic) of all prescriptions issued to Inmates in a permanent file for a period of five (5) years;

i) Vendor will generate computerized reports and provide statistical information by drug and provider, number of prescriptions, and doses dispensed monthly to comply with ADOC monthly statistical reports for medical and mental health services;

j) Vendor will maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, and Inmate profiles. All documentation will be available for review by ADOC designated authorities;

k) Vendor will provide the ADOC with copies of records when requested within twenty-four (24) hours;

l) Vendor will provide a monthly medication administration record (MAR) to include all information contained on the prescription: the name of the practitioner who prescribed the medication, allergies, and otherwise as indicated. The MAR will be filed monthly in the inmate's ADOC health record;

m) When an "electronic medication record" (EMAR) administration system is utilized, the EMAR for each Inmate prescribed medication will be printed and filed monthly in the inmates ADOC health record. This process must be followed unless and until the ADOC implements a fully integrated "Electronic Healthcare Record" (EHR):

n) Vendor will conduct monthly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage, and review of medication records;

o) Vendor will provide all medications upon a written or verbal order from the Facility's physician, nurse practitioner, physician assistant, or dentist. The written order may be in the form of an electronic transfer or facsimile with original prescription to follow;

p) Vendor will establish, subject to the approval of the ADOC, a system of medication ordering, delivery, and verification of the delivery of the original order;

q) Vendor will supply all medications within forty-eight (48) hours of the order submission, Monday through Saturday, excepting holidays. Vendor will deliver all STAT orders within (4) four hours of the call-in order. STAT orders requiring a Sunday and/or holiday delivery will be delivered within a reasonable time frame established by the institution;

r) Vendor will provide a computer-generated packing slip with each delivery of medication from an offsite pharmacy. The packing slip will list doses by Inmate name, AIS number,

date, medication, number of doses and prescription number, and stop date to be verified by the Pharmacy Inventory Manager at the institution;

s) Vendor will provide all forms necessary for ordering controlled drug logs and inventories, medication administration records, inmate profiles, prescriptions, and any other forms as needed by the Healthcare personnel;

t) Vendor will not be responsible for providing any products to the commissaries. Availability of an over the counter (OTC) item on the commissary does not preclude Vendor from having to provide any product ordered by a physician;

u) Vendor staff will comply with all sign-in and sign-out Facility Medication Room procedures and rules and regulations of the institution while making deliveries;

v) Vendor will provide a facsimile machine or encrypted email server for legal transmission of hard copy of physician/dentist orders, when necessary. An equitable courier/delivery system if the pharmacy is local, is also acceptable for offsite services;

w) Vendor will maintain a system for assuring retention of all computer stored data, and a back- up system for delivery of services during "down time." During such time, call-in orders from a registered nurse to a pharmacist are acceptable;

x) Vendor may provide a thirty (30) day supply of all prescribed non-controlled medications to an inmate upon release from the ADOC. The thirty (30) day supply excludes controlled substances. A physician may write a prescription for the least necessary quantity of a drug that is on DEA Schedule II-V when medically necessary as a bridge to community treatment; and

y) Vendor may use an alternative method of providing the required release medications by means of a pre-paid written prescription for all his/her medications (thirty (30) day supply). A prepaid prescription should be redeemable through their local back-up pharmacy (e.g., Walmart, Walgreens, or CVS). Inmates will have the opportunity to pick-up medications at the designated pharmacy within the local area of their release.

The Vendor is to utilize an EMAR to facilitate accurate medication ordering, distribution, and compliance. The proposed system should possess a compatible platform for future integration with an EHR. The system must run in 'real time' and follow Inmate movement between ADOC Facilities. The Vendor is not required to utilize the current system and may choose to utilize another EMAR system.

Vendor may extend the services of the current vendor and administrator of the EMAR system, until Vendor can insure a cohesive transition of services. Vendor will assume all cost associated with the retention of the current EMAR system and any subsequent transition costs.

However, any EMAR system implemented must have, at a minimum, the following capabilities:

a) Have an integrated platform supporting medication administration and physician order entry, providing one-point access to patient encounters, medication administration, and physician ordering;

b) Configurable to a specific location's workflow supporting the 5R's (Right patient, medication, dose, route, time), a multi-day view, real time communication between Nursing, Pharmacy, and Administration;

c) Provide clinical decision processes to manage certain diseases and their medication therapies; and

d) Provide historical patient documentation to medical directors, physicians, nursing, and other providers.

The Vendor's EMAR should include, at a minimum, the following functions:

a) Document medication administration using bar code technology; adherence to the 5 R's;

b) Document "Keep on Person" medication administration by days or doses;

c) Identify overdue, missed, and incomplete doses;

d) Document patient encounter to medication administration or reaction to medication;

e) Provide communication between nursing, pharmacy, and administration;

f) Provide access to all facilities/offenders from one application/access point (do not have to sign into different facilities for offender/medication encounters).

g) Provide compliance reporting based on user designed parameters:

1) Reason for not administering;
2) Drug;
3) Drug Class;
4) Patient Group;
5) Patient Condition; and
6) Date Range.

h) Produce reports based on patient encounters (e.g., blood glucose levels, blood pressure history, etc.) at the state, Facility, dorm, or patient level;

i) Provide offender location tracking:

j) Ensure the ability to request refills and renewals from the EMAR; and

k) Support online and offline medication administration with flexible administration times based on Inmate location.

In addition, the Vendor's EMAR should support the following functions as part of the CQI and continuity in care objectives:

a) Provide formulary and preferred medication management information;

b) Provide prompt formulary and therapeutic alternatives for non-formulary or non-preferred items;

c) Check drug-drug interactions and drug allergies and other adverse reactions;

d) Provide the capability to enter orders for treatments (e.g., nutritional supplements, Bio-cleanse wound care);

e) Possess the ability to enter complex orders (e.g., Valsartan and HCTZ instead of Diovan);

f) Have the option of preferred orders and directions by a specific provider;

g) Reference medication protocols (cough and cold, detox, etc.) including titrated therapies;

h) Provide Discharge/Release prescriptions;

i) Interface with community pharmacies and support multiple medication sources;

j) Support electronic signatures and renewal notification; and

k) Have an integrated platform to support order entry and scale for Healthcare records (including an EHR) with:

1) Bidirectional interface with IMS or another ADOC offender management system;

2) Bidirectional interface with a pharmacy management system;

3) Support terminal servers or Citrix servers in a thin-client environment;

4) Microsoft SQL database;

5) Logs all transactions by user and time;

6) Supports unlimited users and unlimited patients in unlimited locations;

7) Supports offender ID photographs; and

8) Email decisions to the Medical Director or designee for review and approval.

Vendor will be responsible for the cost of all prescription and non-prescription medications (medical, dental, and mental health). In addition, biological medications and blood coagulation factors utilized in the treatment of bleeding disorders will be the Vendor's financial responsibilities. For financial planning purposes, the following historical utilization information is provided:

a) There are currently two (2) Inmates requiring medication and/or other treatment for these disorders. The associated cost for these patients is currently at approximately forty-five thousand dollars ($45,000) per month. Vendor is responsible for all medications utilized in the treatment of HIV/AIDs. There are one hundred eighty-nine (189) Inmates currently identified as HIV positive.

b) The only exception to the Vendor's responsibility associated with the cost of pharmaceuticals will be the following medications utilized in the treatment of hepatitis C. The Vendor will procure and administer as follows:

    1) Vendor shall procure, package, and deliver hepatitis C medications prescribed to inmates in accordance with OHS Policy B1(c). The costs of medications provided for the treatment of hepatitis C will be the responsibility of the ADOC. The ADOC has reviewed the new 2021 FBOP guidance for the treatment of hepatitis C and will phase in new medications as the clinical needs arise. The following medications shall be considered hepatitis C virus treatment medications for purposes of determining ADOC financial responsibility:

        i. Elbasvir/grazoprevir (Zepatier®);
        ii. Glecaprevir/pibrentasvir (Mavyret®);
        iii. Ledipasvir/sofosbuvir (Harvoni®);
        iv. Sofosbuvir/velpatasvir (Epclusa®); and
        v. Sofosbuvir/velpatasvir/voxilaprevir (Vosevi®).

    2) The ADOC will pay a dispensing fee inclusive of all processing, dispensing, and courier fees associated with these five (5) medications of no more than four dollars and twenty cents ($4.20) per prescription for the duration of the contract terms. This list of medications is not to be considered under any circumstance to be a limiting formulary of medications utilized in the treatment of a hepatitis C infected individual.

The OHS Northern Regional Clinical Manager is to be notified by the Facility Medical Director of those Inmates that meet the criteria for further evaluation of treatment for hepatitis C. The ADOC Hepatitis C Treatment Referral Form (ADOC-OHS Form B-1(c)) must be completed by the Facility Medical Director/clinician and forwarded to the OHS Northern Regional Clinical Manager for further review and treatment recommendations by the Vendor's Infectious Disease physician and/or Program Medical Director.

5.27 Pharmacy and Therapeutics Committee

Vendor will conduct a quarterly meeting of P&T Committee consisting of the Vendor Pharmacy Director and consulting clinical pharmacist, the statewide Medical, Psychiatric, and Nursing

Directors, and other Vendor staff as designated. ADOC representation on the P&T Committee will include the Medical and Psychiatric Directors and other staff as designated. The P&T Committee reports to the Vendor Quality Improvement Committee. The P&T Committee is responsible for recommending additions and deletions to the formulary, monitoring prescribing patterns and adverse medication reactions, and keeping abreast of relevant developments and updates in clinical pharmacology and practice. The P&T Committee will also assist with drug utilization audits. All P&T Committee meetings will include review of drug utilization audits and results of pharmacy inspections. Meeting minutes will be maintained for all P&T Committee meetings.

5.28 Radiology

ADOC's current healthcare Vendor subcontracts radiology services to a mobile radiology group that is utilizing mobile radiology equipment within the established radiology spaces of the Facilities. Facilities with ADOC radiology fixed equipment is generally 'aged' equipment and is nonfunctional in the majority of the major facilities. In addition, several institutions do not have 'fixed' radiology equipment. Work Release and Community based centers do not have fixed radiology equipment. Vendor will be financially responsible for the first five hundred dollars ($500) of the cost of any repair or maintenance of ADOC radiology equipment that is currently in use. Vendor will be responsible for complying will all state and federal laws that are applicable for radiology services, to include equipment and room readiness.

Compliance with public health inspections will be the responsibility of the Vendor. the utilization of portable equipment will be necessary. Radiology services include, but are not limited to, the following;

a) Radiology services are required to support intake health assessment, sick call, emergency services, and other medical services;

b) Radiology services are expected during the day shift, Monday through Friday clinic hours. Vendor may utilize professional contract services for on-site radiology film interpretation or remote interpretation;

c) All routine x-rays will be provided on-site by a contracted and appropriately certified radiology technician. For procedures beyond the capability of the equipment on-site, the inmate will be referred to an off-site healthcare facility;

d) Vendor will provide all specialty studies on-site, to include ultrasound, as capabilities allow;

e) Vendor will ensure that x-ray film or electronic imaging is read by a radiologist, as is medically necessary, but in no event less frequently than twenty-four (24) hours during the week and seventy-two (72) hours over the weekend. The radiologist will call the on-site physician with any report requiring immediate intervention. Vendor will ensure that a written report is forwarded to the institution within twenty-four (24) hours of interpretation of the films;

f) All emergency x-rays required at times other than normal working hours will be performed

at a local hospital. Under special circumstances related to security restrictions or natural disasters, however, Vendor will be asked to consider an emergency option of call-back of the radiology technician to the Facility after normal working hours; and

g) A physician, nurse practitioner or physician assistant will review, initial, and date all x-ray reports within five (5) days of a written report. Abnormal reports require provider follow-up, a documented progress note, and a plan of care.

5.29 Laboratory

An independent CLIA certified laboratory is located at Kilby Correctional Facility where basic STI and CBC testing is performed and reported to the ADPH. A full time Registered Laboratory Technologist position is included in this RFP's minimum staffing levels to fulfill those duties.

Currently, an Abbott Diagnostics i1000 Analyzer, purchased in August 2020 is being utilized at Kilby Correctional Facility for Syphilis, HIV, and Hepatitis testing. It has additional testing capabilities. Vendor is responsible for purchase of reagents, maintenance, and upgrades to the equipment.

a) Laboratory services must include, but are not limited to, phlebotomy, specimen preparation, test results, expected turn-around times, panic values, and any quality improvement indicators. The ADOC reserves the right of approval for any laboratory subcontractor or laboratory interface change.

b) Healthcare staff will obtain specimens required. Vendor will supply all materials required for the collection of these specimens. These specimens will be processed through Vendor's laboratory services. Vendor will be responsible for the associated costs of processing the specimens.

c) All STAT laboratory work will be performed at a local hospital or qualified laboratory nearest the institution. Laboratory results will be communicated by telephone immediately to the requesting physician with a written report to follow within a reasonable time.

d) A medical provider will check, initial, and date all laboratory results within an appropriate time to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the Inmate do not correlate, it will be the responsibility of the physician to reorder the lab test or make a decision concerning the next appropriate diagnostic measure.

e) A medical provider will review, initial, and date all laboratory reports within a reasonable time -period. Abnormal laboratory reports require medical provider follow-up, a documented progress note, and plan of care.

f) Vendor will ensure that all subcontracted laboratory services meet State licensure requirements. The subcontracted laboratory service will provide documentation of routine quality control activities as requested.

5.30 Healthcare Records

Currently, the ADOC does not use an EHR. At this time, all Inmate Healthcare records are maintained in hard (paper) copy format. Vendor is expected to provide assistance in assessing the cost to implement an EHR system in ADOC Facilities where Healthcare services are provided. This assessment should include the strategic planning, implementation, and the integration of existing information within a new EHR system. This assessment will be conducted with ADOC designated staff or contractors and is to be completed no later than mid-January of 2024. The assessment will include the review of EHR systems used by the Vendor, as well as those that are independent of any system the successful Vendor may have exclusive rights in ownership. The procurement of an EHR system by ADOC will be managed in accordance with State procurement laws related to software and information technology. Vendor should identify and describe within this Section of its proposal any experience with utilizing and implementing EHR systems in a corrections facility.

Vendor will be expected to follow the following guidelines in records management under the current Healthcare records system:

Vendor is responsible for the maintenance, retention, and timely transfer of a complete, standardized, problem-oriented Healthcare record for all Inmates in accordance with applicable Court Orders, ADOC ARs, and federal and state law for confidentiality, retention, and access. Vendor will use the Healthcare forms and checklists utilized at the time of contract award. Any changes in Healthcare forms and checklists after contract award will require the approval of the ADOC. The Healthcare record format is organized and maintained in accordance with OHS Policies H-1 and H-2.

a) Vendor will ensure that Healthcare records are complete, filed promptly, and contain accurate, legible entries. The Healthcare records will meet Court Orders and ADOC ARs including, at a minimum, contain the following information:

    1) The completed reception screening form;
    2) Health appraisal data forms;
    3) All findings, diagnoses, treatments, and dispositions;
    4) Prescribed medications and their administration;
    5) Laboratory, x-ray, and diagnostic studies;
    6) Signature and title of each document;
    7) Consent and refusal forms;
    8) Release of information forms;
    9) Place, date, and time of health encounters;
    10) Discharge summary of hospitalizations;
    11) Health service reports, dental, psychiatric, and other consultations; and
    12) Master Problem list.

b) Every inmate must have a healthcare record covering all medical, mental health, aftercare counseling services, and dental procedures. Healthcare records must be kept up to date at all

times. In the event of an inmate being transferred, the healthcare record will be forwarded to the appropriate ADOC Facility. Vendor must have written policies and procedures for maintaining a unified healthcare record system. Such a system will include:

1) Emergency Information Transfer:

   i. Vendor will transfer pertinent Healthcare record information to the supervising emergency physician; and

   ii. Vendor will transfer pertinent Healthcare records to an assigned ADOC Facility if sending an Inmate to a hospital.

2) Records Format:

   i. The SOAP note format will be used in the Healthcare record.

3) Security of Inmate Files:

Inmate Healthcare records are confidential. Only authorized employees of Vendor and the ADOC are allowed access to an Inmate's Healthcare record. Access to and disclosure of any Inmate's Healthcare records will comply with applicable Court Orders, ADOC Ars, and federal and state law.

   i. Healthcare record forms will follow the ADOC format of approved forms;

   ii. Vendor will obtain signed consent forms from an inmate when necessary. The form will be placed in the inmate's Healthcare record;

   iii. All Healthcare records are the property of the ADOC;

   iv. Any disputes of related to information retrieval will be referred to the DCHS or, in emergency situations, to the Warden or designee at that Facility; and

   v. Health records of Inmates no longer within ADOC custody are currently stored at: Kilby Correctional Facility, Tutwiler Prison for Women, and the Records Depot in Wetumpka, AL. See OHS Policy H-3.

5.31 Healthcare Supplies and Equipment Support

Vendor is responsible for all supplies, including, but not limited to pharmaceuticals and medical supplies, health education supplies, dental supplies, x-ray film, forms, office supplies, medical and record supplies, books, periodicals, dentures, glasses, prosthetic devices, and administrative

supplies necessary to carry out the program and to perform the services specified in this RFP. Vendor will purchase all consumable medical supplies and pharmaceuticals and will purchase or lease all items of equipment necessary to perform the services specified in this RFP at the Facilities. The ADOC will donate to Vendor whatever supplies are in place, if any, within the Facilities at the beginning of the contract term.

Vendor will be responsible for maintenance, repair, update, and upgrade of all leased or Vendor-owned equipment necessary for the delivery of Healthcare services to Inmates.

5.32 Capital, Non-disposable Equipment, ADOC Training, and Mental Health Activity Supplies

Vendor will work with the ADOC in projecting non-disposable medical equipment needs for ADOC Facilities (e.g., dental hand tools, suicide smocks). In addition, the ADOC supports the supplies and equipment that are utilized in providing "Activity Therapy" and "Recreational Therapy" for Inmates with mental health and special needs (e.g., crafts, hygiene incentives, yoga, and special items for holiday events). This aggregate fund can not to be used by the Vendor for anything other than activity and recreational therapy, including to purchase or reimburse Vendor for office supplies, periodicals, reference materials, or other general expenses of Vendor.

a) The Vendor's established financial responsibility for such equipment and supplies will be designated and limited to an annual aggregate cap of one hundred fifty thousand dollars ($150,000) per contract year. Total cost of equipment items purchased under this aggregate fund will be reconciled every six (6) months. The ADOC will have the option to deduct the total amount of dollars spent and the balance left of the one hundred fifty thousand dollars ($150,000) annual cap at the end of each twelve (12) month contract period or roll a positive balance forward into the next contract period.

b) The OHS may utilize funds from this established annual aggregate cap for equipment and supplies to request the purchase of training or educational support materials for Inmate programs or training materials for OHS staff.

5.33 Nutrition Service/Therapeutic Diets

The ADOC provides medically necessary therapeutic diets. Vendor, however, is responsible for assessing nutritional requirements and management of medically necessary therapeutic diet orders. Vendor is responsible for any dietary supplements (i.e. Ensure and Boost) prescribed by a physician. The ADOC Dietary Manual is available for Vendor review. Vendor is responsible for maintaining a database of Inmates on therapeutic diets for each Facility.

5.34 Management Information System

Vendor will provide computer capabilities to the various ADOC Facilities, including hardware, software, staffing, data entry, and training to be used for functions including, but not limited to, pharmacy service, appointment scheduling, and health services utilization. This system will also be expanded to include all pharmaceuticals and supply inventory functions.

a) The Management Information Systems Inventory List will be provided at the time of contract negotiations to document equipment available and its location. Vendor will have an option at that time to walk through all departments to validate current equipment inventory levels.

b) Each Facility must be equipped with computers, the appropriate number of printers, and the appropriate software within thirty (30) days of the effective date of the contract. Hardware and software provided under this Subsection 5.34 must be approved by the ADOC prior to installation. The ADOC Network Manager must be notified of all changes that impact ADOC Facilities prior to the implementation.

c) Vendor will adhere to all ADOC policies, procedures, and Ars related to internet access within a secure Facility environment. Vendor will participate in periodic network audits to ensure compliance with ADOC / OIT / State policies. Vendor is required to follow the State 'Vendor IT Security and Requirement' policy provided on the ARD.

d) At the expiration or any earlier termination of the awarded contract, ADOC purchased equipment and software will remain the property of the ADOC.

5.35 Records and Reports

Vendor will maintain and provide a monthly report to OHS. This monthly report shall outline the then-current month ending's activity and be in a format that shows month-to-month accruing data. It must detail the number of medical, mental health, and dental services and encounters including, but not limited to, the following:

a) The number of Inmates receiving mental health services by category of mental health coding, institutional placement, and treatment;

b) The number of Inmates receiving Healthcare services by category of care;

c) Operative procedures;

d) Referrals to specialists;

e) Infectious disease;

f) Offsite hospital admissions;

g) Emergency services provided to Inmates; and

h) Deaths.

ADOC encourages the Vendor to submit examples of proposed statistical reports. An example of the current monthly medical and mental health reports is included on the ARD.

5.36 Software Support

Vendor is responsible for providing and maintaining its software support system. Vendor will coordinate regarding software and programs intended for joint access of the ADOC and Vendor, prior to implementation, with the ADOC Network Manager.

5.37 Inmate Health Education

Health education services are an important and required component of the total Healthcare delivery system. Health education includes inmate education and training in self-care skills. Health education will be provided at least monthly on a variety of topics. Vendor will develop a health education program for inmates, minimally utilizing posters and pamphlets.

Regularly scheduled sessions and workshops will be conducted no less than quarterly to disseminate further Healthcare-related materials and information to Inmates. This requirement is in addition to the monthly educational information and the information provided only to Chronic Care enrollees. Health education should be gender specific when applicable.

Selected topics for these sessions and workshop may include, but are not limited to:

a) Personal hygiene;
b) Stress management;
c) Sexually transmitted diseases;
d) Tuberculosis and other communicable diseases;
e) Effects of smoking;
f) Smoking Cessation;
g) Nutrition related to Diabetes and Cardiac Disease;
h) Hypertension/Cardiac;
i) The physical and emotional consequences and effects of Drug Abuse;
j) Suicide Awareness and Prevention;
k) Rehabilitation.

5.38 Optical Services

Eye examinations will be performed in accordance with applicable ACA and NCCHC standards. A qualified Optometrist will examine an Inmate with specific complaints.

a) Vendor will provide eyeglasses. Repair and replacement of eyeglasses needs to be clinically

indicated by the Optometrist. Other prosthetics will be provided at the Inmate's expense, unless clinically mandated by an Ophthalmologist. See AR 703, "Inmate Co-Payment for Health Services."

b) Vendor will secure any necessary ancillary Facility-specific license required by law for the Optometrist to provide onsite services.

5.39 Emergency Services and Response Plan

Vendor will implement procedures within sixty (60) days of assuming the contract for the delivery of Healthcare services for emergency preparedness and to address disaster response, including in the event of a fire, tornado, epidemic, riot, strike, or mass arrests. These procedures will be implemented by the Health Services Administrator in cooperation with the onsite correctional staff. NCCHC Standard P-D-07 disaster drills are required annually.

For training purposes, on a quarterly basis, the Vendor must conduct emergency preparedness drills at each ADOC major Facility, including man-down drills and scenarios involving self-injury and suicide attempts. During the emergency preparedness drills, the trainers must evaluate the correctional and medical staff response time to the emergency code and their preparedness for the emergency code (including, as appropriate, presence of an emergency bag, automatic external defibrillator (or AED), and cut-down tool). Additionally, the emergency preparedness drills must include role-playing for participants to practice the response to an emergency, including, for example, using a cut-down tool, rendering first aid, and performing cardiopulmonary resuscitation (or CPR).

Vendor's emergency preparedness and Man-down drills are required quarterly to address life threatening situations effecting one individual needing immediate assistance.

The Response Plan will include the following elements:

a) Communications system;
b) Recall of key staff;
c) Assignment of Healthcare staff;
d) Establishment of a command post;
e) Safety and security of the infirmed Inmate and staff areas;
f) Use of emergency equipment and supplies;
g) Establishment of a triage area;
h) Triage procedures; and
i) Healthcare records – identification of injured.

5.40 ADOC Services to Inmates of Community Work Centers and Work Release Centers

Vendor will provide necessary Healthcare to individuals in the custody of the ADOC who are assigned to ADOC Work Release (WR) and Community Work Centers (CWC) within the State of Alabama (see Appendix A). Medical and Mental Health services to be rendered by Vendor at the WRs/CWCs shall be sufficiently tailored to meet the needs of Inmates at the WRs/CWCs who do

not require the scope or degree of medical services available at the ADOC major facilities. Inmates that require mental health outpatient services will be transferred to the designated major Facility or, for scheduled counseling and mental health provider appointments.

Relative to the limited space for medical staff at the WRs/CWCs, and the reduced medical and mental health acuity of Inmates transferred to the WRs/CWCs, the following Healthcare services shall be available onsite at each WR/CWCs on a regularly scheduled, no less than weekly, basis:

a) Nursing triage, RN sick-call clinic, and medical provider sick-call clinic;

b) Documentation, distribution, and management of the Keep on Person (KOP) medication program;

c) Distribution and management of medical supplies and proper containment and disposal of sharps/medical bio-hazardous waste;

d) Transfer screening and/or evaluation for medical needs;

e) Identification and management of the treatment of Inmates with chronic care shall include the screening, evaluation, education, referral for dental services, and referrals and scheduling of routine physicals;

f) Offsite specialty diagnostics and on-site emergency services for Inmates and correctional staff at the WR/CWC;

g) Any additional onsite medical services required by an Inmate at any WR/CWC that are not included in the WR/CWC scope of medical services described above shall be provided at the designated major Facility; and

h) Outpatient mental health services.

Qualified Healthcare staff from the sending Facility will complete an intra-system transfer form prior to an inmate's transfer to a WR/CWC placement and Healthcare staff at the receiving Facility will then complete the intra-system transfer form within five (5) working days upon the Inmate's arrival to the WR/CWC.

Healthcare staff will be responsible for identifying Inmates who may be in need of medical care beyond the scope of services at the WR/CWC. Healthcare staff shall notify OHS to recommend transfer of such Inmates to accommodate their health needs in a timely manner. Notification shall occur by submission of the intra-system transfer form together with a written request to OHS. The final recommendation regarding the transfer of any Inmate shall rest within the reasonable discretion of the ADOC DCHS or designee.

<u>OHS is to be notified immediately of any Inmate with a chronic care condition that cannot be readily managed and/or who is uncooperative in the management of his or her chronic care conditions and may not be suitable for placement in a WR/CWC setting.</u>

5.41 Mental Health Programs and Services

The ADOC is responsible for securing the provision of mental health care that meets constitutional standards for the Inmates in its custody. The provision of mental health services is provided onsite at the Facilities identified in Appendix A to this RFP.

Vendor is responsible for delivering constitutionally adequate and high-quality mental health care, while managing a mental health care service system at full capacity. Vendor's mental health services will comply with Court Orders, ADOC policies, procedures, and Ars, and certain standards promulgated by the ACA and NCCHC. See Subsection 2.1c) above for the order of precedence. Additionally, Vendor's mental health services must comply with applicable federal and state laws, including applicable State licensure requirements. Vendor must maintain adequate Healthcare staffing, as demonstrated through routine reporting, to ensure the provision of Healthcare services to Inmates required under the awarded contract regardless of an Inmate's placement, assignment, or disciplinary status.

Vendor must gain thorough knowledge of all ADOC Facilities, including the major Facilities, intake Facilities, and WRs/CWCs located throughout the State.

Each major Facility and intake Facility is required to maintain onsite Healthcare staff that work in a multidisciplinary team-based approach to provide quality professional Healthcare services to the Inmate population.

Confidentiality is an essential for providing mental health care, while maintaining the trust and confidence of the Inmates who receive mental health services. Individual counseling sessions, medication-management encounters, periodic mental-health assessments of Inmates in RHUs, suicide-risk assessments, and therapeutic group sessions must take place in settings that provide for confidentiality and that, if applicable, are out-of-cell, subject to the following exception:
Such services may be provided in a non-confidential setting if confidentiality is not possible due to safety concerns or is otherwise not appropriate. The question whether confidentiality is otherwise not appropriate must be answered according to clinical determinations. If confidentiality is not possible, then that fact, the reason for it, and any actions taken to maximize confidentiality must be documented in a progress note.

Mental health problems seen within a correctional setting are often very complex and require Vendor Healthcare staff to be well-trained to provide the high-quality assessment and treatment necessary to manage this level of emotional and behavioral problems. Vendor clinicians must maintain a team approach at the Facility *and* statewide levels to address the needs of Inmates throughout their incarceration. Clinical documentation must be clear and informative while supporting Inmate's recovery and wellbeing.

Referral and triage are critical processes, especially for addressing safety and the risk of self-harm or suicide. Vendor Healthcare and administrative staff are responsible for all phases of managing the referral process, including between levels of care or for immediate crisis intervention. Vendor clinicians are responsible for identifying Inmates who will benefit from more advanced and specialized care than the outpatient care that is available at every Facility. Vendor Healthcare and

administrative staff are accountable for effectively communicating across disciplines and Facilities to foster effective and compassionate care while maintaining continuity whenever an Inmate transfers between Facilities. The first chart on the following page, includes the level of mental health services at each Facility where ADOC Inmates are housed and their current case load. The second chart is a screen print from the OHS IMS Module outlining the distribution of the level of mental illness within the caseload at each Facility.

A table outlining ADOC Correctional Facilities and Work Centers Categories of Mental Health Services and current Case Loads is included on the following page.

ADOC Correctional Facilities and Work Centers
Categories of Mental Health Services and Current Case Loads

ADOC Correctional Facility (CF) Work Release (WR) Community Work Center (CWC)	Main Intake	Special Needs Intake	Outpatient Services	Residential Services	Current Case Load: September 2022
Alex City WR/CWC			@		10
Bibb CF			X		399
Birmingham WR/CWC			X		132
Bullock CF			X	X	834
Camden WR/CWC			@		3
Childersburg WR/CWC			X		47
Donaldson CF			X	X	666
Easterling CF			X		355
Elba WR/CWC			@		20
Elmore CF			X		287
Fountain CF			X		228
Frank Lee WR/CWC			@		25
Hamilton CF			X		77
Hamilton WR/CWC			@		26
Holman CF		X	X		69
Kilby CF	X		X		423
Limestone CF			X		676
Loxley CWC			@		23
Mobile CWC			@		12
Montgomery WR/CWC			X		110
North Alabama CWC			X		62
PTCP			@		38
Red Eagle CWC			@		27
St. Clair CF		X	X		339
Staton CF			X		301
Tutwiler PFW	X	X	X	X	575
Ventress CF			X		341
*Alabama Therapeutic Education Facility			X		105
TOTAL CASE LOAD					6210

X = Services provided at Facility
@ = Provided at 'Base Facility'
*= Private Security Facility Housing ADOC Inmates

The number and distribution of 'Mental Health Coded' Inmates. Designation of the level of clinical services needed. Source: OHS ADOC-IMAS module, September 2022.

	Mental Health Code							
Location	Missing	A	B	C	D	Hold	Case Load	SMI
Alex City CBF/CWC		165	10				10	7
ATEF-Female		19	87				87	45
ATEF-Male		133	18				18	3
Bibb Correctional Facility		1,375	335	63	1		399	183
Birmingham CBF/CWC		99	132				132	62
Bullock Correctional Facility		654	296	322	216		834	633
Camden CBF/CWC		59	3				3	1
Childersburg CBF/CWC		342	47				47	25
Donaldson Correctional Facility		740	368	184	114		666	446
Easterling Correctional Facility		877	298	55	2		355	151
Elba CBF/CWC		160	20				20	7
Elmore Correction Facility		884	240	47			287	168
Fountain Correctional Facility		1,016	191	37			228	89
Frank Lee CBF/CWC		235	25				25	9
Hamilton Aged & Infirmed		187	60	17			77	50
Hamilton CBF/CWC		219	26				26	14
Holman Correctional Facility		242	68	1			69	30
Kilby Correctional Facility	64	877	264	155	4		423	227
Limestone Correctional Facility		1,575	511	163	2		676	302
Loxley CBF/CWC		258	23				23	
Mobile CBF/CWC		155	12				12	
Montgomery Womens Facility		54	110				110	48
NORTH ALABAMA CBF/CWC		467	62				62	33
PTCP		274	38				38	5
Red Eagle Work Center		277	27				27	18
St Clair Correctional Facility		780	259	80			339	117
Staton Correctional Facility		1,088	268	33			301	152
Tutwiler Prison for Women	15	147	410	143	22		575	381
Ventress Correctional Facility		889	275	66			341	166
Totals	79	14,247	4,483	1,366	361		6,210	3,372

5.42 Requested Mental Health Services

Vendor will provide a holistic approach that integrates and coordinates mental health, medical and preventive services. ADOC-OHS Policies and Procedures and ADOC Administrative Regulations (AR) six hundred (600) and seven hundred (700) series outline the minimum acceptable standards of care. ADOC-OHS will notify Vendor of any modifications or revisions. The ADOC and Vendor will work together to resolve any conflicts that result from modifications that substantially change the scope of services. These regulating documents will be included on the ARD provided at the bidder's conference. For the purposes of responding to this RFP, should there be a variance between this RFP specification and the corresponding Administrative Regulation or policy, the Vendor is to propose its process on the specifications of this RFP.

The ADOC mental health system is a comprehensive program with seven (7) levels of care:

1. Reception/Intake;
2. Outpatient Services;
3. Crisis Intervention;
4. Stabilization Unit (SU);
5. Residential Treatment Unit (RTU);
6. Structured Living Unit (SLU); and
7. Inpatient Psychiatric Care.

5.43 Mental Health Intake and Referrals

ADOC generally processes new Inmates from county facilities into ADOC custody through either Kilby for male or Tutwiler for female intake Facilities. Occasionally, however, an Inmate may be sent directly to a non-intake Facility as a result of the need to address or to manage a serious mental disorder (such as psychosis) or medical condition (such as need for dialysis). Regardless of an Inmate's initial receiving Facility from a county facility, all Inmates are required to receive an intake screening and assessment.

Each intake screening must be conducted by a qualified mental health professional (QMHP) or an RN with mental health training as soon as possible, but no later than twelve (12) hours after an Inmate's arrival in the ADOC. The QMHP or RN must document each Inmate's mental health intake screening (on a ADOC Form MH-011).

An intake screening is intended to identify potential emergency situations among new Inmates. It is a process of structured inquiry and observation designed to prevent newly arriving Inmates from entering general population when they pose a threat to their own or others' health or safety. It also allows the Inmate to receive more urgent and emergent mental health care, if necessary and appropriate. The QMHP or RN should pay particular attention to signs of emotional trauma.

To complete an accurate intake screening, a QMHP or RN must possess good interview skills and training. Mental health intake staff should be trained on how to make the required observations, how to determine the appropriate disposition of an Inmate based on responses to questions and observations, and how to document findings on the intake screening form.

A Suicide Risk Assessment (SRA) by a licensed counselor is required for each inmate within twenty-four (24) hours of intake. This may result in a referral for Psychiatric Evaluation for selected inmates when clinically indicated.

All Healthcare staff should report suspected physical or sexual abuse and harassment of an Inmate to the appropriate authority. Inmates arriving with signs of recent injury should be referred immediately for medical observation and treatment.

Each inmate must be assigned a mental health code and, if necessary, a SMI flag, that is appropriate to address his or her mental health needs, as determined by clinical judgment. Each Inmate's mental health code and SMI flag must be accurately and consistently indicated throughout all documents related to his or her care. At intake, Inmates must be assigned a mental health code, as outlined in ADOC Policy MH-E-04(b), by a psychologist or psychiatrist. Mental health coding is captured in the OHS Healthcare Module and documented in the Inmate's Healthcare record.

a) The mental health RN will refer the inmate for a psychiatric evaluation if the inmate reports, at a minimum:

    1) Current prescription for psychiatric medications;
    2) Any in-patient mental health hospitalization;
    3) Mental health treatment within the last year;
    4) Past or current suicidal acts or ideation;
    5) Trauma (history of victimization or abuse);
    6) Head injuries (with or without loss of consciousness);
    7) Gender dysphoria;
    8) Hallucinations or delusions or when the inmate's presentation suggests the need for psychiatric evaluation

b) If the Inmate reports a current prescription for psychiatric medications, Vendor will attempt to verify with the prescriber or pharmacy within twelve (12) hours of the intake screening and ensure continuity of medication.

c) If the prescription cannot be verified, the Inmate shall be seen either in person or via telehealth by a psychiatrist or CRNP within twenty-four (24) hours of intake screening during regular working hours.

d) If, either during or after intake, an Inmate reports having previously received mental health services and can correctly report the prior mental health provider, a records request to the prior provider must be made by Vendor within three working days of the time the inmate reported having previously received mental health services.

e) If the Inmate reports having previously received mental health services and cannot remember or correctly identify the prior mental health provider, the mental health staff must reasonably attempt to locate records of the Inmate's prior treatment.

f) All health records from county jail or the prior facility of incarceration must be requested by Vendor within three working days of intake if they are not presented at intake.

g) Healthcare staff, including the QMHP or RN performing the intake screening, will triage the mental health needs of the Inmate as:

- ✓ **Emergent Referral:** A referral for immediate evaluation when there is evidence of an imminent risk of harm to self or others, or when the person making the referral has any other reason to believe that mental health evaluation is needed without delay. Emergent referrals must result in a clinical assessment and/or intervention as soon as possible but no more than four (4) hours from the determination that the referral is emergent. After an Inmate has received an emergent referral, including a referral for suicide watch, correctional or mental health staff must maintain constant, line-of-sight observation of the Inmate until the Inmate has been assessed by an appropriate mental health provider.

- ✓ **Urgent Referral:** An emergent referral is not indicated, but an evaluation is needed outside the ordinary course of business. Urgent referrals must result in a clinical assessment and/or intervention within twenty-four (24) hours of the time the referrals was made.

- ✓ **Routine Referral:** Neither an emergent nor an urgent referral is indicated, but and evaluation or mental health follow up is needed in the ordinary course of business. Routine referrals must result in a clinical assessment and/or intervention within fourteen (14) calendar days of the time the referral was made.

  A referral must result in a timely clinical assessment and/or intervention by a psychiatrist, psychologist, certified registered nurse practitioner, or counselor.

h) An appropriate triage or mental health staff member or members must regularly monitor any designated location for completed referral forms. Said staff must review and triage the completed referral form at least once per shift.

i) Communication of referrals:

1) An emergent or urgent referral must be communicated verbally, in person or by telephone, to the appropriate mental-health staff member or members as soon as possible, but in no case longer than one (1) hour from the time the referral is identified as emergent or urgent, absent unusual circumstances which detain staff for an extended period of time such as a medical emergency or an incident involving safety or security of staff or Inmates. The mental health staff member or members to whom the referrals should be communicated will be determined by the mental health staff.

2) Routine referrals must be communicated to the appropriate mental health staff member or members by the next shift by leaving the referral form in a location that ADOC has designated to the correctional and mental health staff, and Inmates, as appropriate.

j) Vendor mental health staff will:

1) Be trained in identifying Inmates at risk for self-harm or potentially in need of immediate mental health assistance when conducting the reception mental health screenings.

2) Conduct the mental health intake screening when an Inmate is admitted to the ADOC and before the Inmate is placed in a housing area that does not provide constant correctional officer observation.

3) Review transfer medical documentation prior to conducting the intake mental health screening to optimize available information about the Inmate's mental status or treatment.

4) Conduct the mental health intake screening in an area permitting inmate confidentiality and encouraging Inmate self-reporting.

5) Provide the Inmate an initial description of the mental health services available in the ADOC, how to access these services, and the grievance process for mental health related complaints.

6) Document the initial mental health screening on ADOC Form MH-011, "Reception Mental Health Screening Evaluation."

7) File original Form 11 in the Inmate's Healthcare record and forward a copy to the ADOC psychological associate responsible for Social History Assessment and Testing.

8) Interpretation of the results of any psychological test must be filed in the Inmate's Healthcare record.

5.44 Social History Assessment and Testing

An ADOC psychologist or psychological associate, within fourteen (14) days of the mental health intake screening, will conduct a SHA of every Inmate. The ADOC psychological associate will utilize a standardized mental health screening form and SHA within the OHS Module (provided on the ARD). The OHS-approved SHA questions within this OHS Module are generally consistent with NCCHC Standard P-E-05. Incoming Inmates will receive the MMPI, Beta, WASI-II, and WRAT tests consistent with ADOC policy. Any other testing required or requested is the responsibility of the Vendor. The ADOC psychological associate may refer the Inmate for evaluation, if clinically indicated.

5.45 Intake Psychiatric Evaluation

Every Inmate must be timely evaluated by the Vendor's psychiatrist or psychologist. The timing and requirements for the psychiatric evaluation are identified below. Additionally, Vendor must designate staff responsible for entering the mental health code and SMI designation into the OHS Module in a timely manner.

a) A psychiatrist or psychologist will evaluate referred Inmates within seven (7) working days of the referral (except where the mental health intake screening or another assessment results in an urgent of emergent referral for psychiatric evaluation). Each psychiatric evaluation must include a review of the Inmate's Healthcare record and direct examination of the Inmate. A psychiatric evaluation will be recorded on ADOC Form MH-018, "Psychiatric Evaluation Form" and will include the following:

1) Current complaint;
2) Psychiatric history;
3) Prior mental health treatment;
4) Prior use of psychotropic medication;
5) Pertinent medical history (including history of head injuries with or without loss of consciousness);
6) Substance abuse history;
7) Pertinent personal history (including education, victimization, history of trauma or abuse);
8) Pertinent family history including family history of mental illness;
9) Mental status examination;
10) Risk for suicide and violence;
11) Brief social history;
12) DSM-5 diagnosis; and
13) Psychiatric input for treatment plan.

b) Any mental health or intellectual disability test results that are not available at the time of the psychiatric evaluation must be reviewed by the psychiatrist within fourteen (14) days of the complete battery of test results becoming available. If, in the psychiatrist's or psychologist's clinical judgment, the test results are clinically significant and may indicate a different assessment than the initial psychiatric evaluation, the psychiatrist or psychologist must re-evaluate the Inmate within fourteen (14) days of reviewing the tests.

5.46 Transfer and Receiving Screening

a) Qualified mental healthcare personnel will review, evaluate, and document pertinent mental health information to be forwarded to any ADOC receiving Facility with the individual inmate's healthcare record (in-state) and all prescribed medications (excluding narcotics) upon notice by the ADOC of the intent to transfer.

b) Vendor will provide transfer and receiving screening in accordance with ADOC-OHS Policy and Procedures P-E-3 (a) through P-E-3 (c). A written Mental Health Transfer Note (Form MH-080) must be provided to the receiving institution for all inmates on the case

load share current treatment plan and the inmate's compliance status.

c) Mental health information, transfer receiving form, and medications will be sealed and secured when handing to the transferring officer for transport to the next Facility.

d) The transport officer will present the inmate to the healthcare unit upon reception at the receiving Facility.

5.47 Comprehensive Individualized Care

Mental health clinicians should collaborate with medical clinicians to ensure that when care ordered by medical and/or dental providers is disrupted due to a mental health crisis, it is rescheduled. Vendor will employ a system for scheduling and tracking all appointments to ensure timely completion.

a) Vendor will follow standard clinical guidelines associated with blood levels or serum testing for therapeutic levels as they apply to a specific class of medications, used in mental health treatment.

b) Ordered tests will be completed in a timely manner and evidenced in the healthcare record by the ordering clinician's review of results by signature or initials

c) Vendor QMHPs will specify all mental health diagnoses using DSM-5 terminology.

d) Each inmate's individualized treatment plan will link each treatment employed to one or more diagnoses listed on the Master Problem List.

e) Clinicians will document the clinical rationale for selecting or modifying treatments.

f) Medications and other therapies are given as ordered.

g) Clinical appointments are scheduled and met according to the mental health coding guidelines.

h) The treatment coordinator is responsible for ensuring continuity of care and treatment planning.

5.48 Constant Observation/Suicide Watch and Mental Health Observation

The ADOC's crisis/suicide watch procedure will comply with NCCHC Standard P-G-04 and P-G-05. Any employee of ADOC or the contracted Vendor may present a person to mental health or medical staff for crisis assessment. The clinician or staff who places a person on constant observation must notify the Qualified Mental Health Professional (QMHP) on-call for initial precautionary orders until a face-to-face assessment can be conducted or a confidential tele-health session can be conducted by the QMHP. To ensure compliance after normal business hours,

security shift office and medical staff should have contact information for the on-call QMHP or mental health provider.

a) Each inmate will be initially maintained under ‘constant watch’ until they have been evaluated by the Psychiatrist, Psychologist, CRNP, or a mental health provider.

b) The decision to continue watch procedures or the level of watch to continue will be determined by the clinician who completed the evaluation.

c) A licensed nurse must be present during a tele-health encounter to ensure any orders are transcribed directly to the physician order form.

d) A suicide risk assessment should be completed by the QMHP to assist licensed providers in determining if the individual is ‘acutely suicidal’ or ‘non-acutely’ suicidal.

e) Inmates placed on Constant Observation, Suicide Watch or Mental Health Observation are to be housed in a designated safe cell (crisis cell).

f) Prior to placement of the inmate in the safe cell, the cell must be clean, checked for any potential hazards, and cleared by the security officer as functional and safe.

g) The appropriate ADOC Watch Form MH-042 A, MH-042 B, or MH-042 C (forms provided on ARD) is to be posted outside of the inmate’s cell in a clear plastic sleeve holder.

h) The OHS Communication Form (OHS A-9) should be posted in a clear plastic sleeve holder at cell side next to the Watch/Observation sheet.

i) Instruction as to what the inmate may wear or have in their possession will be written by mental health staff on the Communication Form. This includes: suicide blanket, suicide mattress, suicide smock, suicide packaged meals, etc.

j) An ‘Acutely Suicidal’ inmate requires constant one on one mental health observation. Vendor will use the ADOC MH-42A form for documentation of Acute Watch.

k) A ‘Non-Acute Suicidal’ inmate requires random checks at staggered intervals by mental health staff or trained observers. Staggered interval checks are not to exceed fifteen (15) minutes between checks. The observer’s documentation is to be on the ADOC Mental Health Form MH-042 B ‘Non-Acute Suicide Watch.’

l) When Mental Health Observation is ordered, the staggered intervals not to exceed 30 minutes will be noted by Mental Health staff on the top portion of the MH-042 C form.

m) Inmates must receive an out of cell confidential evaluation prior to being released from suicide watch. Officers will need to escort an inmate to a designated Mental Health Office. This evaluation must be completed by a licensed QMHP.

n) Inmates on 'Acute Watch' have to be reduced to 'Non-acute watch' prior to release from Suicide watch.

o) 'Non-acute' watch subsequent to the discontinuation of 'acute suicide' watch is to be ordered by the licensed Mental Health Provider for a meaningful time period to allow for a thorough mental health assessment prior to the release as designated by the QMHP.

p) Upon release from Suicide Watch, each inmate is required to have three follow-up assessment by a QMHP. Each follow up assessment requires a Suicide Risk Assessment and a progress note.

   1) First follow-up will occur on day one (1) following release from suicide watch

   2) Second follow-up will occur on day two (2) following the release from suicide watch

   3) The third follow-up will occur on day three (3) following the release from suicide watch

q) Inmates who have been transferred to another Facility for the purpose of Suicide Watch should not return to their originating Facility until the second follow-up visit is completed, unless they are cleared to return after the first follow-up by the licensed provider.

r) Inmates released from suicide watch can be housed in the General Population of the Facility (with clearance from the QMHP) while awaiting the completion of their follow-up appointments.

Observers:

The ADOC minimum staffing requirements, included in Appendix G, provides for the staff positions of full time 'Observers.' Vendor will provide the initial and on-going appropriate training for those individuals employed and utilized as 'Observers.' A separate compensation fund to assist when there is a need for additional 'PRN Observers,' above the designated full time 'Observers' hours as outlined in the minimum staffing plan, is described in Section VI of this RFP.

Vendor shall assist the ADOC in the evaluation of training inmates to serve as 'Observers.'

5.49 Stabilization Units

The goal of the Stabilization Unit (SU) is to provide intensive mental healthcare to reduce acute symptoms, allow for stabilization, or allow for transfer to an in-patient psychiatric hospital. The ADOC minimum mental health staffing plan provides for twenty-four (24) hour nursing coverage and on-call twenty-four (24) hours a day coverage by a CRNP or Psychiatrist. Each Stabilization Unit will utilize a multidisciplinary treatment team approach. The DCHS, or Statewide Psychiatric Director or Vendor Chief Psychiatrist, may request the transfer of an inmate in crisis to an SU for

emergency admission for evaluation. A licensed psychiatrist or psychologist will complete an assessment for admission within the designated twenty-four (24) hour time period.

Stabilization Units (SU) are located at the following institutions:

- Tutwiler Prison for Women (7 SU Beds); and
- Bullock Correctional Facility (31 SU Beds)

a) The Stabilization Unit (SU) provides intensive treatment to inmates experiencing acute mental health problems when crisis interventions have been unsuccessful in assisting the inmate in achieving prior levels of functioning.

b) Treatment on an SU is structured to provide stabilization as quickly as possible and return the inmate to a less restrictive environment.

c) SU admission decisions shall be made by the treating provider in conjunction with the receiving psychiatrist. Discharge decisions shall be made by the treating psychiatrist in the SU.

d) SU mental health and correctional staff will work collaboratively to ensure a therapeutic, safe, and secure environment.

e) The ADOC SU treatment planning will be conducted in accordance with ADOC AR 632, Treatment Planning.

f) The treatment team shall consist of a psychiatrist, a mental health nurse, the licensed counselor who is the inmate's treatment coordinator, an activity technician, and a correctional officer from the unit. The licensed counselor is the chairperson of the treatment team.

g) The level of clinical monitoring and treatment provided to SU inmates will include at a minimum:

1) Assignment of a licensed counselor.

2) Completion of admission assessment by an RN within twenty-four (24) hours.

3) Completion of admission assessment by a CRNP and/or Psychiatrist within one (1) working day, Monday through Friday.

4) Completion of an individual treatment plan within three (3) working days of admission.

5) A Weekly treatment team meeting and review of the treatment plan.

6) Documented out-of-cell interaction with a weekly progress note.

7) If such interactions are not out-of-cell, based on a clinical determination, that determination shall be documented in the QMHP progress note.

8) Daily documented interaction with a QMHP as part of the daily cell-front interaction on each shift.

9) The treatment team will closely monitor the inmate's response to treatment and modify the treatment plan accordingly

10) Unless determined by the treating psychiatrist to be clinically inappropriate, the inmate will have two (2) hours of out-of-cell time daily for scheduled groups or activities, in addition to hygiene activities.

11) Medication administration will be at inmate's cell-front

h) Discharge from a SU

1) The attending Psychiatrist will evaluate when an inmate has sufficiently stabilized to be discharged.

2) The inmate's treatment team will coordinate with the attending Psychiatrist regarding the appropriate level of mental healthcare to be provided upon discharge from the SU.

5.50 Involuntary and Emergency Mental Health Medication

The Department has a policy for the Involuntary Administration of Psychotropic Medication (IVM) process. The policy, combined with the establishment of Intensive Stabilization Units and Residential Treatment Units, allows the ADOC to more effectively manage and treat those inmates who suffer from serious mental illness and who lack the capacity to maintain safe functioning with voluntary medication compliance.

The ADOC has two distinct policies related to the administration of medications in crisis and/or chronic mental health symptoms. The referenced IVM policy is a separate procedure from "Emergency Forced Psychotropic Medication" that is outlined in AR 620. The two procedures are applicable to specific, and separate criteria.

5.51 Residential Treatment Units

The goal of the Residential Treatment Unit (RTU) is to stabilize, support, and ensure positive reintegration of the inmate into a regular general prison population. The RTU shall be maintained as an environment conducive to activities and socialization. The inmate will receive multidisciplinary treatment. Admission to and discharge from these units will be based on clinical decisions, supported by documentation in the Healthcare record. The mental health staff and correctional officers will maintain a collaborative working environment to ensure a therapeutic, safe, and secure environment. The ADOC minimum staffing plan provides for twenty-four (24) hours per day seven (7) days per week nursing coverage in the RTUs.

Residential Treatment Units are currently located at the following institutions:

- Donaldson Correctional Facility (132 Inpatient beds);
- Bullock Correctional Facility (256 Inpatient beds); and
- Tutwiler Prison for Women (50 Inpatient beds).

There are three levels of care provided within the RTU units that are designed to meet the individual needs of the mentally ill inmate. **Vendor is required to submit with its proposal an example of a daily activity and programing schedule for a five (5) day period for each of the following 'RTU Levels.' At a minimum, the proposed schedule should reflect the programing and activity requirements outlined in this RFP for each level.**

- (Level 1);
- (Level 2); and
- (Level 3).

The ADOC RTU treatment planning will be conducted in accordance with ADOC AR 633, Treatment Planning. Admission decisions into the RTU and level of admission are made by the treating psychiatrist or CRNP in conjunction with the receiving psychiatrist.

a) The minimum level of clinical monitoring and treatment provided to the **Level 1-RTU** inmates includes the following:

1) Assignment of a licensed counselor as the treatment team coordinator.

2) Completion of a treatment team meeting and individual treatment plan within five (5) working days of admission.

3) A Weekly treatment team meeting and review of the treatment plan.

4) Daily documented out-of-cell interaction with the MHP weekdays and weekends with weekly progress note.

5) Daily documented out-of-cell interaction by a mental health nurse (RN) documented in the inmate's health record.

6) If out-of-cell interactions cannot occur based on a clinical determination or due to security concern, that determination shall be documented in the QMHP progress note.

7) Unless determined by the treating psychiatrist to be clinically inappropriate, or a security risk, the inmate will be offered two (2) hours daily of out-of-cell time for hygiene and recreational activities. This time is in addition to group times and individual therapy.

8) The treatment team will closely monitor the inmate's response to treatment and modify the treatment plan accordingly.

9) Medication administration will be administered at the inmate's cell front.

10) Discharge orders from the Closed RTU will be the clinical decision of the treating psychiatrist or CRNP in the RTU. CRNP's will collaborate with the treating psychiatrist prior to discharge.

b) The minimum level of clinical monitoring and treatment provided to the **Level 2-RTU** inmates includes the following:

1) Assignment of a licensed counselor as the treatment team coordinator.

2) A treatment team meeting and completion of individual treatment plan after review of the prior treatment plan at Level 1, within seven (7) working days of admission.

3) Review and update of the individual treatment plan every two (2) weeks.

4) A treatment team meeting at least every sixty (60) days.

5) Daily documented cell-front interaction by a QMHP or mental health nurse documented in the inmate's healthcare record.

6) Ten (10) hours per week of out-of-cell structured therapeutic activities will be offered and documented in the inmate patient's healthcare record, to include but not be limited to:

i. Confidential counseling,
ii. Therapeutic groups (group counseling, anger management, behavior management); and
iii. Structured activity and psycho-educational groups,

7) Medication management and education classes will be provided by RNs.

8) Activity groups may be led by LPNs or Activity Technicians.

9) Activity Technicians shall maintain weekly logs of activities with listed start and stop times of each group or activity.

10) Inmates will sign or 'mark' a sign-in sheet to document their participation in programming.

11) Medication administration may be conducted by means of small, controlled groups within a pill line.

c) The minimum level of clinical monitoring and treatment provided to the **Level 3-RTU** inmates includes the following:

1) Direct admission to RTU (Level 3) can be approved/ordered based on the assessment of a licensed clinical psychologist, CRNP, or psychiatrist.

2) The assignment of a licensed counselor as the treatment team coordinator.

3) A treatment team meeting and completion of individual treatment plan after review of the prior treatment plan within ten (10) working days of admission.

4) Monthly review of the individual treatment plan.

5) A treatment team meeting at least every ninety (90) days.

6) Documented confidential assessment by a psychiatrist every sixty (60) days documented in the inmate's healthcare record.

7) Daily interaction by a QMHP documented in the inmate's healthcare record.

8) Ten (10) hours per week structured therapeutic activities will be offered and documented in the inmate-patient's

9) Healthcare record documentation is to include, but is limited to:

   i. Confidential counseling
   ii. Therapeutic groups (group counseling, anger management, behavior management); and
   iii. Structured activity and psycho-educational groups.

10) Medication management and education classes will be provided by RNs.

11) Activity groups may be led by LPNs or Activity Technicians.

12) Activity Technicians shall maintain weekly logs of activities with listed start and stop times of each group or activity.

13) Inmates will sign or 'mark' a sign-in sheet to document their participation in programming.

14) The Mental Health staff will work with the Warden and security staff to create/identify purposeful inmate job assignments within the Level 3 RTU when security permits.

15) Level 3 RTU inmates will have access to out-of-housing unit recreation five (5) times per week. This will include going outdoors when weather permits.

16) Medication administration conducted by means of a pill line within a designated controlled space similar to that of the general population.

5.52 Program Staffing and Schedule

The mental health staff will be multidisciplinary in nature. Treatment programs will be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Vendor should configure staffing schedules to provide weekend program and activity coverage by a licensed counselor and Activity Technician a minimum of eight (8) hours on Saturdays and Sundays at Bullock, Donaldson, and Tutwiler Prison for Women. The Mental Health Manager assigned to these Facilities will pre-schedule Saturday and Sunday programs with the Warden of the Facility to ensure the Warden's approval and the proper security coverage during these times frames. An Inmate assigned to a SU, RTU, or SLU will be programmed with as much out-of-cell time as clinically directed by the treatment plan.

5.53 Mental Health Therapeutic Groups and Activities on the RTU and SU

Vendor mental health staff will provide each SU, RTU, and SLU with a range of planned and regularly scheduled groups and activities to foster the well-being of Inmates assigned to these units. Treatment topics will include, but not be limited to:

a) Medication Management: can range from teaching the Inmate about the reasons for and effects of medication, to programs designed to reduce or eliminate the use of medication.

b) Cognitive Retraining: structured group learning programs to enhance self-awareness, develop self-control, learn problem solving techniques, and improve interpersonal communication.

c) Stress Management: teaching Inmates how to recognize and appropriately deal with stress.

d) Anger Management: teaching Inmates to become aware of the facets of anger, understanding anger, and how to appropriately deal with anger.

e) Activity Therapy: includes planned supervised group and/or individual activities that provide appropriate physical release, an opportunity to learn group cooperation and enhance attention/concentration skills.

f) Social Skills Training: a series of group and/or individual exercises designed to develop an awareness of one's impact on others, reduce negative interactions, and promote positive social experiences.

g) Bibliotherapy: includes the use of books, pamphlets, and videotapes to facilitate personal growth and increase an Inmate's understanding of life in general.

5.54 Discharge Procedures

Every inmate on a RTU will be reviewed by the multidisciplinary treatment team to document the inmate's progress towards achieving treatment plan goals. These reviews will be documented in the inmate's healthcare record. When the treatment team determines that the inmate has sufficiently

benefited from treatment, a recommendation will be made in the discharge summary to return the inmate to ADOC placement in general population at an institution appropriate for the inmate. Once discharged from the unit, the on-site mental health Site Program Manager will be responsible for contacting the mental health Site Program Manager at the institution where the inmate is transferring to, in order to facilitate continuity of care.

5.55 Community Discharge Planning at EOS and/or Parole

Discharge planning is provided for inmates with mental health needs whose release is imminent. Vendor will ensure that the inmate's mental health needs are met during transition to a community provider. Vendor will arrange referral for follow-up services with community providers and ensure inmate has a thirty (30) day supply of currently prescribed medications or pre-paid prescription.

Discharge planning is the process of providing sufficient medications and arranging for necessary follow-up mental health services before the inmate's release to the community. Discharge planning includes at a minimum the following:

a) Formal linkages between the Facility and community-based organizations;

b) Lists of community providers;

c) Discussions with the Inmate that emphasize the importance of appropriate follow-up and aftercare; and

d) Specified appointment(s) and medication(s) that are arranged for the Inmate at the time of release.

When care of the inmate is transferred to community providers, information is to be shared with the community providers. Vendor will work in concert with the ADOC Re-entry Coordinators/Social Worker and Vendor Facility Mental Health Program Manager to identify Inmates on the mental health caseload who will need residential treatment or special needs placement in the community upon their release. Discharge planning should begin at least thirty (30) days prior to planned release or EOS, or earlier if notice is given. Where applicable, Vendor will assist Inmates in their application to entitlement programs.

5.56 Court Ordered Community Inpatient Services

When determined to be clinically necessary by the SU mental health staff, court-ordered inpatient psychiatric care is provided through the civil commitment process at the probate court. Vendor is responsible for notification and evaluation of an Inmate, when deemed appropriate for commitment at end of sentence (EOS) and/or parole. Vendor will work closely with the ADOC psychological staff assigned at Bullock, Donaldson, and Tutwiler Prison for Women in making application and preparing a required affidavit.

a) Vendor treatment staff will attend, and when necessary, testify at court hearings for commitments, along with ADOC Legal Counsel.

b) While awaiting transfer to the Alabama Department of Mental Health (ADMH), the Inmate will continue to receive SU-level mental health services.

5.57 Outpatient Services

Outpatient mental health services (OP) are provided for inmates with a mental health code of MH-B or MH-C who are able to function adequately within the general prison population. A team approach to include a psychiatrist, mental health professional, nurse practitioner, and/or mental health nurse is required in providing OP treatment for an inmate.

a) Individual treatment plans will be initiated within fourteen (14) days and reviewed at least every six (6) to twelve (12) months.

b) Psychiatric contacts will occur at least every ninety (90) days for inmates at a major Facility and at least every - one hundred twenty (120) days for inmates at a CWC/WR.

c) Individual therapy sessions by a licensed counselor or psychologist will occur at least every thirty (30) to ninety (90) days as consistent with the mental health code and clinical judgement.

d) Weekly monitoring of medication compliance will occur on all OP mental health inmates.

e) The treatment team may order additional oversight or increase frequency in counseling sessions if clinically indicated.

f) OP inmates have the same access to institutional programming and jobs as other general prison population inmates.

g) For inmates, eligible for work-release or community work programs, outpatient services will be provided at the CWC and WRC or at a designated major Facility, as outlined in the required minimum staffing plan.

5.58 Structured Living Unit

ADOC designates certain facilities to operate a SLU. The SLU is a unit that provides an alternative to a Restrictive Housing Unit (RHU) for Inmates diagnosed and flagged as possessing a SMI.

Inmates who are clinically determined to require a higher level of mental health care (SU or RTU) are not eligible for the SLU. Each SLU provides programs to address aggressive, assaultive, or maladaptive behaviors. Each Inmate at entry will be provided written and verbal information about the purpose, expectations, and procedures of the SLU. Inmates in the RTU, SU, and SLU must receive ten (10) hours of structured, therapeutic out-of-cell time and ten hours of unstructured out-of-cell time per week, unless clinically contraindicated. An Inmate's out-of-cell appointments with his or her treatment team, psychiatric provider, counselor, or therapeutic group will count as structured, therapeutic out-of-cell time. The SLU Review Team is responsible for determining when

discharge is clinically appropriate. There are currently one hundred forty-four (144) SLU beds at Donaldson.

5.59 Rehabilitative Needs Unit (ReNU)

ReNU allows the Tutwiler Prison for Women the flexibility to use less restrictive housing while providing a programmatic approach to addressing aggressive, assaultive, or maladaptive behaviors. ReNU provides alternative housing and programming for identified Inmates facing disciplinary sanctions. ReNU is designed to minimize distractions that are present in general population housing units, and to provide models and programs to guide an Inmate to more appropriate behaviors so they may transition to less restrictive environments. ReNU is intended to serve as an intervention within the context of Tutwiler's Behavior Intervention and Discipline Policy (TPFW SOP 8-30), to aid Inmates in achieving behavior change prior to considering placement in an RHU.

The role of all staff in ReNU is to provide constructive interaction with inmates, and to use normal daily instructions to model appropriate behavior and to teach inmates how to constructively resolve issues in a positive manner.

There are currently thirty (30) ReNU beds at Tutwiler Prison for Women, Tarwater Campus.

5.60 Mental Health Consultation to the Disciplinary Process

The ADOC correctional staff initiate a mental health consultation for those inmates on the mental health case load at the time of a rule violation, or whenever an inmate not previously identified as having a mental illness demonstrates signs of psychological distress during the incident giving rise to the disciplinary proceeding or during the hearing. When inmates have the capacity to participate in the disciplinary process, the review of the mental health assessment and recommendations prior to determining an inmate- patient's guilt or innocence and making a disposition of the case is important.

a) Mental health staff will be contacted for clarification if the hearing officer has questions about written recommendations. When an inmate lacks the capacity to participate in the hearing process, the process in consultation with mental health staff, will be foregone and the inmate will be referred to the treatment team.

b) The ADOC will require that mental health evaluations and recommendations are documented in ADOC Form MH-041 Disciplinary Module, Mental Health Consultation to the Disciplinary Process. A copy of AR 403 outlining the disciplinary process and a copy of ADOC Form MH- 041 has been included on the ARD.

5.61 Mental Health Services in Restrictive Housing

The guidelines for restrictive housing placement and duration of inmates with a SMI is outlined in AR 613. The OHS Module is based on its mental health coding system and provides prompts when an Inmate of a specific mental health code has restrictions on the length of time and/or placement in a restrictive housing area.

A vendor licensed nurse will complete a pre-placement screening on each Inmate prior to placement in RHU, and the QMHP will complete a RHU Assessment/Report within seven (7) days of placement. Each Inmate placed in the RHU is assessed after the first thirty (30) days. If an Inmate is on the caseload, he or she will be re-assessed every thirty (30) days, and if not on the caseload every ninety (90) days.

a) Mental health services in restrictive housing for Inmates not on the mental health caseload shall include:

    1) ADOC psychologists and psychological associates will conduct mental health rounds in segregation units and death row at least twice each week and once during the restrictive housing review board rounds.

    2) Vendor's Licensed Counselor shall conduct mental health rounds in restrictive housing units and death row at least twice each week and once during the restrictive housing review board rounds.

    3) ADOC psychology staff and Vendor mental health staff will coordinate schedules so as not to duplicate rounds on the same day.

    4) Restrictive housing rounds will include a brief interview with each inmate housed in the RHU and death row. The interview shall consist of, but will not be limited to:

        i. Making visual contact with the Inmate and reporting to security when there is an obstructed view of the Inmate and cell.

        ii. Assessing the inmate's presentation to include mood, affect, and compliance with treatment, personal hygiene, and level of functioning.

        iii. Making recommendations whether an Inmate should receive a further out- of-cell consultation following restrictive housing rounds.

        iv. Vendor mental health staff will review logs of the restrictive housing unit, including meals, out-of-cell time, and heat monitoring, as deemed appropriate.

        v. The Facility Warden and Vendor Site Program Manager will schedule mental health rounds to minimize disruption of the unit's operations and maximize finding the inmates awake and willing to respond to brief questions. Except in unusual circumstances, rounds will be conducted between 7:00 a.m. and 6:00 p.m.

b) Inmates on the mental health caseload in restrictive housing will receive the same level of mental health services as they were receiving prior to placement in

restrictive housing, in addition to the mental health services provided to all inmates in restrictive housing.

c) To ensure the continuity of care, no inmate will be removed from the mental health caseload while in restrictive housing. An evaluation of Inmates on the mental health caseload must be conducted thirty (30) days after the date of release from restrictive housing for determination of continuing mental health treatment.

d) Vendor is required to provide a quarterly audit of the completed RHU assessments.

5.62 Gender Dysphoria

The ADOC Gender Dysphoria treatment committee is a multidisciplinary committee and includes the Vendor Medical Director, Psychiatric Director, Director of Nursing, and Mental Health Program Director, ADOC Director of Psychiatry ADOC Psychologist, OHS Nursing staff, ADOC PREA Coordinator and additional designated staff as deemed appropriate. The Committee meets monthly to address the needs for accommodations or treatment of inmates who present with gender dysphoria. ADOC AR 637 reflects the current recommendations that are applicable within ADOC.

Vendor will be responsible for costs associated with ordered treatments for those with gender dysphoria.

5.63 Co-Occurring Disorders and Substance Abuse Treatment

ADOC provides a treatment program that addresses the needs of inmates who experience 'Co-Occurring' substance-use and mental disorders. The program milieu that is provided is from "The Change Company" which features the Interactive Journaling technique which has a strong evidenced base. Mental Health staff will work with the designated ADOC Substance Abuse Counselor for an individual inmate. Sharing of appropriate information related to the individual's mental health treatment plan will occur to effectively treat and establish both the goals of substance abuse treatment and mental health related behaviors.

5.64 ADOC Security Staff Training

Vendor will provide the Comprehensive Mental Health training to all correctional staff who are assigned to each Facility.

Vendor will provide initial in-service training for all new Correctional Officers at the Alabama Corrections Academy, in Selma, Alabama. Each Correctional Officer Trainee (COT) class at the Academy requires eight (8) hours of mental health training and occurs one (1) time per quarter. Basic Correctional Officer (BCO) Training occurs monthly and require eight (8) hours of mental health training. Vendor will also provide an annual four (4) hour update training for officers.

The Comprehensive Training module is required to be provided at each site for all staff annually. The training includes, but not be limited to, the following mental health areas:

1) Legal issues with correctional mental health;
2) Goals and structure of ADOC's mental health services;
3) Early warning signs of mental illness;
4) Referral to mental health services;
5) Management techniques for inmates with serious mental illness;
6) Suicide prevention;
7) Crisis intervention measures;
8) Use of restraints and therapeutic housing for mental health purposes;
9) Recognizing acute signs of intoxication/influence of illicit substances and withdrawal; and;
10) Recognizing signs of adverse reactions to medication.

Vendor will develop three (3) modules as part of an annual in-service training for Vendor's staff and submit the module to the ADOC DCHS. These modules should be relevant to current trends identified by the Director of Psychiatry and the Director of Mental Health Services. Each module shall be at least two (2) hours in duration.

The Vendor will conduct specialized training for all staff routinely assigned to SUs, RTUs, SLUs, infirmaries, RHUs, and correctional staff who conduct disciplinary hearings. The training will consist of at least sixteen (16) hours annually.

The training curriculum will include, but is not limited to:

1) The presenting signs and symptoms of a mental illness;
2) Different types of mental illness;
3) Recognize signs of suicidal ideation;
4) Effective management of Inmates with a SMI;
5) Crisis intervention strategies;
6) Confidentiality;
7) Psychotropic medication;
8) Treatment planning; and
9) ADOC ARs and OHS Policy.

End of Section V

SECTION VI

SECTION VI

CONTRACT MONITORING AND STAFFING REQUIREMENTS

6.1 Contract Monitor

To evaluate and assess that all applicable standards are being met and that Vendor is in compliance with the awarded contract, the OHS, under the direction of the DCHS, will implement a contract monitoring program as part of its internal CQI system. Such contract monitoring will occur at unannounced times, with and without participation of Vendor.

The contract monitoring will include, but is not to be limited to, the following tasks:

a) Review of service levels, quality of care, and administrative practices, as specified in the contract;

b) Meet on a regular basis with representatives of Vendor to address contract issues;

c) Assist in the development of future change requests, as needed;

d) Review Vendor documentation to ensure compliance with contractual obligations;

e) Review of work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels;

f) Review of files, records, and reports pertinent to the provision of inmate healthcare;

g) Review of medical billings to determine appropriateness to contract specifications and cost effectiveness to the ADOC;

h) Review the collection of third-party reimbursement of certain expenses;

i) Conduct site visitations, interviews, and inspections, as required to provide a Healthcare services program; and

j) Review utilization of the equipment and education escrow accounts.

All monitoring reports will be reviewed by the DCHS. OHS monitoring staff roles and responsibilities include the provision of constructive processes that enable Vendor to perform and deliver Healthcare services at its optimum level. The ADOC is seeking a Vendor that can work in a collaborative and constructive manner with OHS staff to encourage positive provider and patient experiences and lend to a cost-effective program. OHS staff's daily roll in the delivery of Healthcare services is one of providing resources, assistance, and monitoring contract compliance. OHS staff are not responsible for the day-to-day operational management or clinical decision-making of the Healthcare services program.

OHS has developed and modified performance criteria to review the Healthcare services program objectives, to include but not be limited to:

a) Timely and consistent access to Healthcare services;

b) Documentation in accordance with applicable contract requirements, including Court Orders and ADOC policies, procedures, and ARs;

c) Appropriate and timely referrals to community specialists;

d) Infection control related to communicable diseases in accordance with CDC recommendations and ADPH regulations;

e) Continuity in care;

f) Appropriate interventions by, and referrals to, a higher level of care by a community specialist when clinically indicated;

g) Inmates receive 'patient specific care' when assessed and evaluated;

h) Evidence-based criteria utilized by Healthcare staff within the scope of their practice; and

i) A venue for the OHS CQI state-wide program.

A sample of current performance indicators for both medical and mental health services is included in Appendix F for reference and review. The minimum acceptable threshold of compliance with each performance monitoring standard is considered as an overall compliance rating of eighty-five percent (85%). Vendor's staff is required to participate in the quarterly OHS review process in an effort to work collectively in achieving on-going compliance and jointly developing corrective action plans to address deficiencies. Monitoring criteria is reviewed annually for content and objectives.

6.2 Payment Adjustment for Non-Performance

ADOC contract monitoring staff will monitor Vendor's service delivery at the individual ADOC facilities to determine if Vendor has achieved at least eighty-five percent (85%) compliance with the required criteria of the performance an individual CQI tool. The required level of performance, as set forth in each individual monitoring or performance indicator within a CQI tool, will be applicable to all ADOC Facilities. Such monitoring may include, but is not limited to, both announced and unannounced Facility visits.

The monitoring staff will provide a verbal exit report at the conclusion of its Facility monitoring visit and submit a written monitoring report to Vendor within forty-five (45) to sixty (60) working days of the visit. The contract monitoring report shall include the completed contract monitoring tool and shall identify each monitoring performance indicator in which Vendor was deemed non-compliant and the reason(s) therefore. Non-compliance issues identified by ADOC monitoring staff

will be identified in sufficient detail to provide Vendor with the opportunity for correction and develop a corrective action plan.

Vendor will have thirty (30) working days from the time of the receipt of an OHS Facility monitoring report to submit a corrective action plan and then cure any deficiencies related to performance indicators that were scored less than the eighty-five percent (85%) or other minimal threshold. Those performance indicators that scored below the applicable threshold will be re-audited or monitored on the return visit by OHS. Penalties will be assessed on the repeat failure of those indicators that remain below the eighty-five percent (85%) threshold.

In the event Vendor disputes any of the noted deficiencies in the ADOC's monitoring report, Vendor shall be required to inform the ADOC of such dispute within fifteen (15) working days of receipt of the ADOC's monitoring report. Vendor shall describe in writing the basis for the dispute and provide necessary back-up documentation to support its position regarding the dispute. The parties shall work together in good faith to resolve the dispute.

Repeated instances of failure to meet contract compliance or to correct deficiencies may result in imposition of penalties, as specified in the paragraph below, or a determination of breach of contract.

On a quarterly basis, the ADOC may impose non-performance penalties in the amount of four thousand dollars ($4,000) per violation for each applicable monitoring tool that demonstrates less than eighty-five percent (85%) compliance.

6.3 Request for Information and Reports

Upon request of the DCHS or her designee, Vendor shall provide access to pertinent clinical and corporate files to include, but not be limited to, payroll records, licensure certification records, training, orientation and staffing schedules, logs, MAC, PTT, and CQI meeting minutes, physician billing, hospital or other outside service invoices, and any other contract entered into by Vendor for the purposes of carrying out the requirements of the contract. This method of reviewing and reporting must be ongoing, comprehensive, and expeditious.

The following ADOC staff will be given immediate access to Vendor documentation that is pertinent to their respective areas of responsibility, or that has been requested by the Commissioner, DCHS, and/or General Counsel:

- ADOC Commissioner;
- Deputy Commissioner of Health Services;
- ADOC General Counsel;
- ADOC Physician Consultants or designated Medical Director;
- ADOC Clinical Director of Psychiatry;
- Law Enforcement Services Director;
- Director of Medical Services;
- Associate Director of Medical Services;
- Regional Clinical Manager of Medical Services;

- Director of Mental Health Services;
- Regional Psychologist;
- OHS Finance and Benefits Manager; and
- OHS Data and Reporting Analyst.
- OHS Medical Records Coordinator

Failure to respond to the request of any of the above-mentioned ADOC personnel within a reasonable time frame, based on an evaluation by the DCHS and/or General Counsel of the accessibility of the information requested, and the subsequent negative impact to the ADOC of any such delay, may result in a two-thousand-dollar ($2,000) fine per occurrence. Examples of frequent requests that may be associated with fines for non-response may include, but are not limited to, payback and equipment funding reports, general population immunization history records, pharmacy inventory, results of inmate Healthcare consultations, payroll records, and institutional staffing sign in sheets. Vendor will have five (5) calendar days from notification of a failure to respond and to comply prior to a fine being assessed by the DCHS and/or General Counsel. The ADOC reserves the right to impose a one - thousand-dollar ($1,000) fine per day for non-response until such time the Vendor provides the requested information.

Although Healthcare Staff should maintain the security and privacy of Protected Health Information (PHI), the same staff need to understand the ADOC may require PHI for, but not limited to; legal proceedings and request, investigative review and operational needs. Medical staff can provide PHI to ADOC administrative staff when requested and maintain compliance with HIPAA regulations and department policy.

a) Medical Records Requests: In accordance with individuals' right under HIPAA to Access their health information 45 CFR – 164.524, Request and Providing Access – Timeliness in Providing Access, a covered entity is required to provide access to the PHI requested no later than 30 calendar days from receiving the individual's request. The 30 calendar days is an outer limit and covered entities are encouraged to respond as soon as possible. ADOC requires vendor to provide requested medical records within 30 days. If vendor does not meet this requirement, the penalties described in this section will apply.

6.4 Staffing

Vendor must provide adequate and sufficient Healthcare personnel required to perform the various services. Staffing must include physicians, mental health professionals, dentists, nurses, pharmacists, administrative and clerical staff, and other personnel required to comply with the provisions of the RFP.

By Court Order, ADOC must maintain levels of mental health staffing consistent with or greater than those called for by the staffing ratios developed by its consultants, subject to any subsequent modifications. A copy of the mental health staffing ratios is included on the ARD. Additionally, for informational purposes, by Court Order, ADOC must achieve the staffing levels set forth in the staffing matrix approved by the court, see Phase 2A Order and Injunction on Mental-Health Staffing Remedy (Doc. 2688), subject to any subsequent modifications, by June 1, 2025. A copy of

the mental health staffing matrix is included on the ARD. Based on the Court Orders, ADOC has provided minimum staffing levels at both the Facility and regional management levels as Appendix G to this RFP. Vendors' proposal and associated program cost are to be based on the minimum staffing requirements provided. The ADOC will not consider alternative staffing plans presented to the ADOC as part of the evaluation process. However, the ADOC reserves the right to adjust staffing levels should changes of the scope of services occur upon or after the final bid award.

Included in this outline are two groups of staffing identified as "Traveling or Roving Teams" of medical professionals that rotate services on a daily basis to assist in the delivery of services to the ADOC WRs and CWCs. Due to the space limitations at certain Facilities, the ADOC has purchased medical equipment that is assigned to these teams to assist them in performing their jobs. Transportation to and from these sites is not provided by the ADOC. Vendor must include a means of transportation (vehicle) or reimbursement to the team employees for transportation to complete the required weekly circuit of visits. The ADOC does not assume any liability for the safety of any Vendor employee when traveling from one Facility to another in the fulfillment of any contract service requirements.

6.5 Personnel - Current Contract Staff

The ADOC recognizes the importance of retaining qualified staff at all levels who are experienced in the delivery of correctional healthcare. Vendor is strongly encouraged to provide the appropriate and current salary ranges of both licensed and support personnel in their bid. The ADOC has included in Appendix H an outline of proposed minimum salary range assumptions based on historical data and current local market trends for all positions requested in this contract. Vendor is not required to bid these salary ranges but is encouraged to be responsible and budget appropriate salaries to encourage hiring, ensure retention, and reduce staffing turnover. The following requirements, however, will be mandatory:

a) Vendor will interview each current Facility contract Healthcare staff member to determine continued employment status; and

b) Vendor will waive eligible time frames for health and retirement programs for all continued Healthcare staff.

6.6 Staffing Paybacks for Unfilled Hours of Service

a) Hours Worked – Service: Minimum Staffing Appendix G

Vendor will provide medical, mental health, technical, and support personnel as necessary for the rendering of the Healthcare services required to provide the services contemplated under any contract awarded as a result of this RFP. Minimum staffing requirements for each of the respective ADOC Facilities is outlined in Appendix A of this RFP, as well as local/regional program management which has been included in Appendix G.

On a monthly basis, for each of the position categories subject to payback penalties, Vendor will provide the ADOC with an itemized list of hours worked at each ADOC Facility by

position and class for each of the positions identified in the minimum staffing requirements. Positions are to be listed as "medical" or "mental health," and the class should reflect the title assigned to each position as listed and outlined in Appendix G of this RFP. Staffing reports are not to include working or company titles that may be designated by the Vendor. Failure to appropriately identify designated position titles, may result in a deficit when calculating the required hours of service, designated by a position titles. When PRN Observer hours are attributed to staff of other positions, titles, or classes in a staffing payback report, the hours worked as an Observer are to be listed on the report as an "Observer." Vendor will provide a monthly report, by the seventeenth (17^{th}) calendar day subsequent to the month of service, in the form of the approved workbook outlining the fulfilled staffing hours of the individual Facilities, WRs, and CWCs, to the OHS Data and Reporting Analyst and the OHS Finance and Benefits Manager. Monthly reports will include all staff resignations, terminations and those placed on family and medical leave (FMLA).

On a quarterly basis, for each of the position categories subject to payback penalties, Vendor will provide the ADOC with an itemized list of hours worked at each ADOC Facility by position/class per Facility for each of the positions identified in the minimum staffing requirements, for the prior months in the aggregate. Quarterly reports are due within forty-five (45) days of any given quarter.

Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per Facility is to be provided. The listing of hours worked will be reported utilizing an ADOC comparable institutional staffing reconciliation worksheet provided on the ARD, for review and reference. Payroll information and the ADOC staffing reconciliation worksheet will be the authorized documents for which staffing penalties will be determined.

Hours filled by a higher-level practitioner (e.g., nurse practitioner hours worked by a physician, RN replacing an LPN) will be counted toward the fulfillment of hours worked for the lower position classifications. Paybacks for unfilled hours (worked) of service will apply **to all positions** outlined in the minimum staffing levels **with the exception** of the following support position classifications at the regional level:

1) Administrative Assistant; and

2) Receptionist.

In the event that less than eighty-five percent (85%) of the required staffing hours of all positions (with the exception of the two (2) classifications identified as exempt from 'paybacks') are worked in a given quarter for any position subject to a payback assessment at any Facility, Vendor shall credit the ADOC for such unfilled hours to the extent that such hours, per position classification/per Facility, fall below the eighty-five percent (85%) threshold. For example, if there are 2 FTE nurse practitioners (NPs) identified for a Facility, then the calculation of the eighty-five percent (85%) threshold for the NP position at the Facility will be based on the number of hours equal to 2 FTEs for that quarter and the total

number of fulfilled NP hours. Credit shall be at a rate equal to the average hourly wage plus twenty-five percent (25%) for benefits (hourly rate $ x 1.25 = payback $) for the hours.

The required eighty-five percent (85%) of the fulfillment of hours worked accommodates Vendor's staff vacation time, sick time, holidays, or paid time off (PTO). Consideration for PTO will not be given in addition to the eighty-five percent (85%) requirement. The ADOC may waive, at its discretion, hours not worked for Vendor staff that are participating in corporate functions, community training and/or education to include programs to obtain Continuing Education Credits (CEU). Vendor's Statewide Program Director must submit a request for training and identify who will attend the training and length of his/her absence, two (2) weeks in advance of the date of the activity or event to the DCHS and OHS Finance and Benefits Manager for approval.

Credit - Grace Hours:
The ADOC understands the challenges in recruiting healthcare professional in today's working environment and labor market. Therefore, special considerations are given for recruiting key positions when they are vacated. To accommodate recruitment of these highly essential personnel and accommodate FMLA, the ADOC will allow thirty (30) working days' credit or 'grace hours' prior to the assessment of a payback penalty. ADOC will allow credit or 'grace' hours to be applied to a position vacated due to resignation, termination and/or FMLA; once per individual employee or designated contract FTE, per contract period. Credit or 'grace hours' may be applied to positions vacated by a contracted FTE whose separation of employment is greater than thirty (30) working days. Credit hours will not be applied to subcontractors utilized by the Vendor in the provision of services.

Hours calculated for payback penalties will begin on the employee's last day of worked hours, resignation, termination or FMLA and shall not exceed thirty (30) working days accumulatively. A position will be considered vacated when an employee has worked in their designated position for no less than two (2) weeks prior to resignation or termination. Credit hours (hours not worked) will only apply to the extent that required period hours per FTE/per Facility fall below the eighty-five percent (85%) threshold.

Each of the following positions will be allotted credit/grace hours one time during each contract period for the designated FTE:

Assistant Director of Nursing-Medical (ADON)
Assistant Director of Nursing-Mental Health (ADON)
Assistant Heath Services Administrator (HSA)
Certified Medical Records Specialist/Supervisor
Certified Nursing Assistant (or RMA)
Certified Registered Nurse Practitioner (CRNP) - Medical
Certified Registered Nurse Practitioner- Mental Health
Director of Nursing (DON)
Heath Services Administrator (HSA)
Licensed Counselor or Mental Health Professional

Licensed Social Worker – Medical Furlough Case Coordinator
Licensed Practical Nurse (LPN) - Medical
Licensed Practical Nurse (LPN) - Mental Health
Medical Director
Medical Records Supervisor
Mental Health Site Program Manager - Licensed
Ombudsman/ADA Grievance -LPN
Pharmacy Inventory Manager -LPN
Psychiatrist
Psychologist (PhD)
Registered Medical Technologist (Central Testing Lab)
Registered Nurse (RN) - Medical
Registered Nurse (RN) - Mental Health
RN Intake Coordinator
RN Nurse Manager
RTU/SU Coordinator

6.7 Initial Staffing Paybacks

To allow the successful Vendor a period of time to process retention of existing staff and recruit the appropriate individuals for additional positions, the ADOC will allow a ninety (90) day contract start-up period suspension, or wavier of staffing payback requirements, until July 1, 2023, for all positions.

This initial ninety (90) day payback suspension does not relieve the responsibility of the successful Vendor to immediately staff at least consistent with the staffing ratios in the Court Order. Failure of Vendor to continuously provide staffing, as required by the contract, may result in termination of the contract, at the discretion of the ADOC.

6.8 Mental Health and PRN Observers

Full-time Mental Health Observers have been designated in the minimum staffing plan. Due to the unknown variable related to the actual number of Mental Health Observers that may be utilized on any given day or time at any Facility, the ADOC is proposing the following additional compensation, when applicable under the following terms:

a) When full-time Observer hours are below the designated percentage on a statewide level, the use of PRN Observer hours will be counted towards the quarterly staffing payback calculation. Once designated full time Observer hours are at one hundred percent (100%) on a statewide level, inclusive of PRN Observer hours utilized in the Staffing Payback calculation, PRN Observer hours above the staffing payback calculation will be applied to an ADOC annual aggregate fund of six hundred thousand dollars ($600,000).

b) The Vendor will apply or bill the PRN Observer hours to the staffing payback report to be reconciled on a quarterly basis, in their final calculation of staffing paybacks due the ADOC.

c) At any point during an annual contract period, the accumulative total of monthly payments for PRN observers exceeds five hundred thousand dollars ($500,000) and the average monthly run rate projects more than six hundred thousand dollars ($600,000), the Vendor will notify the DCHS and OHS Finance and Benefits Manager. The ADOC and Vendor will negotiate any additional compensation, if applicable, for any succeeding months in a contract period that exceed the six hundred thousand dollars ($600,000) projected capitated rate. Additional compensation for PRN Observers hours will be reconciled quarterly.

6.9 Personnel - Hired by Vendor

a) Vendor will employ the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the programs defined herein, subject to a completed background investigation. Sign off on background investigations will not be unduly withheld. The typical time frame from submission to approval is a two (2) week period.

b) Due to the sensitive nature of the prison environment, Vendor agrees that in the event the ADOC is dissatisfied with any of the personnel provided under the contract, the ADOC can deny access into the Facility. The ADOC will give written notice to Vendor of such fact. Vendor will remove the individual in question from the programs herein and cover with other appropriate personnel until an approved replacement is found.

c) Vendor will engage only licensed and qualified personnel to provide professional coverage.

d) All Vendor staff are required to submit to a background investigation conducted by ADOC.

e) All Vendor staff will comply with applicable state, federal, and local laws, regulations, Court Orders, ARs, administrative directives, and policies and procedures of the ADOC and Vendor, including any amendments thereto.

f) All Vendor staff will maintain any insurance required by law or regulation.

g) All full-time Vendor personnel are required to complete sixteen (16) hours of annual training at the ADOC at training sites designated by the respective facilities. Part-time and temporary staffs are required to complete eight (8) hours of training. In addition to annual ADOC training, all full-time contracted health care staff must complete sixteen (16) hours of annual Vendor training, with eight (8) hours related to professional responsibilities. Training hours must be documented. Vendor will not be penalized for hours not worked when an employee is attending required ADOC training. Physicians and dentist are exempt from this part of training.

h) All contract staff must receive an annual TB test or annual follow-up if positive. Vendor must have written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030, Occupational Exposure to Blood-borne Pathogens.

6.10 Drug-Free Workplace

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment under contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract, termination of contract, and/or debarment of contracting opportunities with the ADOC for at least one (1) year, but not more than five (5) years.

Vendor certifies and agrees to provide a drug free workplace by:

a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufactured, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

b) Establishing a drug free awareness program to inform employees about:

   1) The dangers of drug abuse in the workplace;

   2) Vendor's policy of maintaining a drug free workplace;

   3) Available drug counseling, rehabilitation, and employee assistance programs; and

   4) The penalties that may be imposed upon employees for drug violations;

c) Providing a copy of the statement required by Subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;

d) Notifying the ADOC within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction;

e) Imposing a sanction on or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (Public Law 100-690; 15 U.S.C. Section 5110);

f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; and

g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (Public Law 100-690; 15 U.S.C. Section 5110).

6.11 Security Clearance

Vendor and its personnel will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various Facilities. Violations of regulations or security concerns may result in the employee being denied access to a Facility. In such an event, Vendor will provide alternative personnel to supply services described herein, subject to ADOC approval.

6.12 Orientation of New Employees, In-Service Activities, and Attendance at ADOC Training

Vendor will be responsible for ensuring that all Healthcare staff, including new personnel, are provided with orientation regarding medical and mental health practices onsite at ADOC Facilities. Vendor will ensure that all full-time Healthcare staff receive sixteen (16) hours of pre-service training within the first sixty (60) days of employment.

a) Vendor employees are expected to receive an overall orientation. Vendor may request assistance from a Facility's Warden (or designee) when clarification and training assistance is needed. Orientation topics should include, but are not limited to:

1) Time and attendance expectations;
2) ADOC dress code;
3) Vendor dress code;
4) Items allowed within the institutions;
5) Items prohibited within the institutions;
6) Parking areas;
7) ID badges;
8) Communication with inmates (intentional or unintentional);
9) Communication with staff;
10) ADOC organization chart;
11) Vendor organization chart;
12) Communication processes and contact numbers (ADOC and Vendor);
13) Emergent, urgent, and routine provision of care;
14) Fire and safety training;
15) Sirens and/or codes called by ADOC;
16) Inmate behavior and games inmates play;
17) Secured areas;
18) Inventory, tool, and sharps control;
19) Key control;
20) Purchasing Inmate hobby crafts;

21) ADOC Diet Manual;
22) Disaster plans and/or evacuations;
23) Communication with Inmate family, friends, or others;
24) Incarcerated family members and required notification;
25) Institution schedule;
26) Co-pay for Inmates;
27) Inmate ID cards;
28) Inmate disciplinary actions;
29) Visiting the institution after duty hours;
30) Breaks and meals;
31) Identification and location of ADOC ARs and Facility Standard Operating Procedures (SOPs);
32) Use of ADOC computers and computer system;
33) Suicide prevention;
34) Hostage situations; and
35) 'Man down' drill.

b) In addition, Vendor will provide annual (or sooner) in-service training for Vendor employees. Topics should include, at a minimum:

1) CPR and AED certification;
2) Blood-borne pathogens;
3) Infection ccontrol;
4) Universal pprecautions;
5) Bio-hazard materials and safety practices;
6) Emergency equipment use and location; and
7) Signs and symptoms of mental Illness.

c) Vendor staff will provide annual training to correctional staff within the institutions regarding:

1) Respiratory emergencies;
2) Diabetic emergencies;
3) Hand-washing hygiene;
4) Allergic reactions;
5) Signs and symptoms of mental illness; and
6) Other topics as specifically requested by the DCHS and/or Facility Warden.

d) Vendor staff will provide initial and periodic training to ADOC staff at WRs and CWCs that are without 24/7 nursing staff on duty. Topics should include, but are not limited to:

1) Respiratory emergencies;
2) Diabetic emergencies;
3) Hand-washing hygiene;
4) Allergic reactions;
5) Medication availability for and to Inmates;

6) Clinical testing supplies and availability for and to Inmates;
7) Healthcare staff access at the major Facilities;
8) Signs and symptoms of mental illness; and
9) Other topics as specifically requested by the DCHS and/or Facility Warden.

A Healthcare library/reference or access to the appropriate internet or electronic source will be established and maintained onsite for use by the Healthcare staff. Staff access to resources will minimally include a current medical dictionary, DSM-5, Physician's Desk Reference, pharmacology reference, NCCHC Standards Manual, other books and periodicals recommended by the Quality Improvement Committee.

6.13 Personnel Manual

Vendor must provide with its proposal a copy of its Personnel Manual, which also demonstrates its human resource management program. A description of Vendor's health insurance program/benefits, including eligibility for all levels of professional staff, must be included with its proposal as well.

6.14 Personnel Issues and Specifications

a) Vendor will not bind any of its employees, or those under contract with Vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent Vendors from accepting employment with any subsequent medical care provider in the State of Alabama.

b) Vendor is required to provide coverage for all physician positions in the event of unplanned absence, leave, or in the event of resignation or termination of a physician.

c) The ADOC reserves the right to approve for hiring or remove any Vendor staff if he or she is determined to be a security risk or is currently engaged in any criminal activity. No personnel so removed may be returned to duty without the prior approval of the ADOC.

d) Corporate functions and tasks of Vendor will not be performed at the expense of the ADOC by using mandated positions or budgeted positions to satisfy ADOC program responsibilities. Vendor will provide for necessary corporate responsibilities such as submission of payroll documents and timekeeping, corporate personnel functions, and any accounts payable tasks performed through sources outside of direct service hours in the staffing plan, that are accepted as a part of the contract. Payments for Vendor corporate functions are included in the administrative overhead of Vendor.

e) Vendor is responsible for credentialing and certification of its staff. Vendor will utilize the standards of the Joint Commission on Accreditation of Healthcare Organizations and Accreditation Manual for Hospitals for Medical Professional Staff appointments. Credentials are confirmed annually, and a record of the credentialing activity will be maintained as part of the employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state

and other licenses, teaching positions, appointments, and other professional experience are confirmed or reconfirmed.

f) Licensed and Certified Healthcare Staff: Vendor will establish a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics, and other qualifications. Licenses or certifications are subject to a periodic appraisal for validity.

g) Vendor is required to keep personnel files on all contracted employees. These records will be made available to the ADOC as appropriate.

h) Vendor is responsible for warranting that all persons assigned and performing the work requirements of this RFP are employees of Vendor or authorized sub-contractors and hold all required licenses to perform the work required herein. In addition, Vendor is required to be fully qualified to perform the work requirements of this RFP.

i) Vendor will include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder.

j) Any personnel commitments required by this RFP will not be changed unless approved by the ADOC in writing.

k) Vendor will verbally notify the ADOC of any pending vacancy or planned vacancy for an ADOC designated position. Within five (5) calendar days of the verbal notification, Vendor will also notify the ADOC in writing regarding the impending or anticipated vacancy. This notification will apply to the following ADOC designated positions:

1) Regional Statewide Management Positions;
2) Facility Health Services Administrator;
3) Facility Director or Assistant Director of Nursing;
4) Site Medical Director and/or Physicians, Nurse Practitioners and Physician's Assistant;
5) Dental Director and/or site Dentist and Dental Hygienist;
6) Mental Health Site Program Administrator; and
7) Facility Psychiatrist, Psychologist, and Mental Health CRNP.

6.15 Salary Determination

As a part of the cost proposal documentation, Vendor must submit a completed salary hiring range form. This form will depict by position and category the salary ranges, including shift differentials, proposed for entry-level, mid-range (average), and max-hire and express fringe benefits as a percentage of salary. **Vendor's salary hiring range form must be included in the Vendor's separate 'Compensation and Adjustments' (cost) proposal. *End of Section VI**

SECTION VII

ADOC
RFP # 2022-04

SECTION VII

OTHER SERVICES AND PROVISIONS

7.1 Office Space, Equipment, and Inventory Supplies

a) The ADOC will provide Vendor with office space at Facilities, as designated by the ADOC, and utilities, except for long distance telephone services (which will be by credit or billed for services from the Facility) to enable Vendor to perform its obligations and duties. The provision of telephones, voice mail, and/or dedicated communication lines will be limited to existing services. Additional services will be at the expense of Vendor. Vendor is responsible for the procurement of office furnishings and the maintenance of any existing furnishings, and/or replacement for the duration of the contract.

b) Vendor is responsible for notifying the Warden of any equipment to be disposed of, inoperable, or transferred to another site or new to the Facility. Equipment items that are purchased by means of the escrow account must be added to the Facility inventory. It is anticipated that the Vendor may rent or lease certain Healthcare equipment over the course of the contract. The Vendor should notify the Warden or his/her designee at the Facility that these items are rented/leased and not the property of the Vendor or ADOC.

c) Vendor will use and maintain the equipment and supplies in place at the designated Facilities at the commencement of the contract in the performance of its responsibilities under the contract and will return all such equipment and any new and/or purchased equipment, in good state of repair and working order, and any remaining supplies to the ADOC upon termination of the contract. Thirty (30) days prior to the termination of the contract, representatives from the ADOC, current Vendor, and successful Vendor under this RFP will tour the designated Facilities to determine the condition of said equipment.

d) Current Vendor will convey, transfer, assign, or otherwise make available to the successful Vendor under this RFP any and all service contracts and/or warranties that are in force and effect at any time during the term of the contract with respect to equipment used in the medical units of the designated Facilities.

7.2 Cleaning and Pest Control

a) Cleaning

1) The ADOC provides support for cleaning, which includes the use of Inmate labor and equipment. Vendor is responsible for consumable medical cleaning supplies, such as disinfectants for instruments and medical equipment.

2) Maintaining cleanliness for all Healthcare areas within the ADOC is mandatory. Vendor will have ultimate responsibility for the assurance of cleanliness with cooperative support from the ADOC.

b) Pest Control

The ADOC provides environmental services for pest control. Vendor is responsible for maintaining sanitary conditions in all Healthcare areas within a Facility.

c) Vendor Communication and Notification

Vendor is to communicate with the Facility Wardens, or their designee of any cleaning needs, pest control, or physical building repairs related to the health and well-being of staff and Inmates. In addition, Vendor's Facility Administrator or Manager is to notify their respective ADOC Clinical Regional Manager.

7.3 Medical Waste Disposal

Vendor will make provision for the collection, storage, and removal of medical waste containers, in compliance with all applicable federal and state guidelines and regulations for disposal of hazardous waste. Bio-hazard training for persons working with medical waste, medical spills, or biohazard will be conducted and in-service updates and training provided regularly, but no less than yearly.

Inmates assigned by the ADOC to work in Healthcare areas will be in-serviced by Healthcare staff regarding health safety issues and practices as related to bio-hazard concerns and materials.

7.4 Miscellaneous Provisions

a) Vendor will provide emergency medical treatment to injured ADOC employees, contract employees, volunteers, or visitors who are injured or become ill at the site. Follow-up care will be the responsibility of the person receiving the emergency treatment.

b) Vendor will provide initial physical examination for security personnel employed by the ADOC, together with any other examinations currently required by the ADPH.

c) Vendor will cooperate with the ADOC in answering surveys and questionnaires from allied agencies.

d) Vendor will provide inmate antibody testing for HIV/HBV/HCV, as requested by the ADOC, following an occupational exposure between an ADOC employee and an Inmate. The results of the testing will be sent to the employee's attending physician.

e) Vendor, upon request, will provide ADOC personnel with need-to-know information concerning the health status of prospective Inmates working in food service areas and will conduct health clearance examination for food service Inmate personnel. An approved form will be used to designate the status of the Inmate.

f) ADOC AR 703 allows for the establishment of a co-pay program. Currently, the ADOC charges an inmate a four-dollar ($4.00) fee for each primary visit initiated by the Inmate to a Facility sick-call clinic. Vendor will be responsible for entering the chargeable visits in

accordance with ADOC guidelines. The Healthcare Administrator must turn in the inmate co-pay list to the ADOC Business Manager at the respective Facility each Friday.

g) Should the ADOC house Inmates from other states or federal agencies within Alabama Facilities, Vendor will be responsible for providing all necessary Healthcare services to these Inmates. Other than in cases of emergency, Vendor will contact the sending state or agency in writing for advance authority before incurring Healthcare expenses, which the sending state is responsible. In an emergency, Vendor will render the necessary treatment without prior authority, but in every such case Vendor will notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment provided, and the estimated cost thereof.

h) From time-to-time, the Parole Board finds it necessary to return a parolee to an ADOC Facility for intensive supervision. These pre-revocation parolees will be provided necessary Healthcare services as soon as they are added to a Facility count while on pre-revocation status.

i) Vendor is responsible for all associated charges related to medical services for both WR and CWC Inmates.

j) WR Inmates that choose to secure their Healthcare services from a community provider do so at their own cost. Vendor is not financially responsible for the fulfillment of any medical treatment for any Inmate that has not been ordered or approved by Vendor's authorized practitioner.

k) The performance or cost of abortions for other than therapeutic medical reasons is not the responsibility of Vendor.

l) Vendor will provide physicians and other Healthcare providers with a cell phone to facilitate communication. Vendor must provide laptop computers and/or daily individual computer access with an internet provider, to insure current available medical assessment and treatment information. There will be a system that allows for a provider to be able to review documents and diagnostic tests while offsite.

m) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contracts of professional staff and subcontracted Vendors including, but not limited to, dialysis, laboratory, EKG, pharmacy, dental, laboratory, and hospital.

n) Vendor will conduct meetings as required with representatives from community medical centers and other providers to coordinate the referral of inmates. Policies and procedures will be developed regarding referral methods, scheduling, and transportation, reporting of test results, Healthcare records, acute care hospitalization, and Inmate follow-up, subject to approval by the ADOC. Vendor will inform the DCHS of such meetings.

o) Vendor will provide the ADOC with copies of all its subcontract agreements upon request. Vendor will be responsible for all dealings with its subcontractor and will answer all questions posed by the ADOC regarding the subcontractor or their work.

p) All contractual staff (both employees and subcontractors) will be required to comply with sign-in and sign-out procedures on an official ADOC Facility form.

q) All personnel hired by Vendor, as well as subcontracted employees, must be at least twenty-one (21) years of age to work in any ADOC Facility covered by the contract.

End of Section VII

SECTION VIII

ADOC
RFP # 2022-04

SECTION VIII

COMPENSATION AND ADJUSTMENTS

8.1 Pricing and Intent to Award

To be considered compliant, Vendor must submit an offer for Comprehensive Healthcare Services (CHCS) based on all the specifications and requirements contained within this RFP. Vendor's CHCS program pricing must be submitted on the Price Sheet included as 'Form A-1-A.' Vendor is to calculate their cost proposal on a base average daily inmate population (ADP) of 21,200 inmates. Original pricing sheets must include a completed Form A-1-A containing a notarized signature by an individual who is an authorized officer or agent of the company who can legally bind the company to a contract. Successful Vendor will be evaluated on its response to the specifications set forth in this RFP and the original proposed price. The intent to award any contract as a result of this RFP will be based in part upon the price submitted with Vendor's response.

8.2 Payment

a) Monthly Payments

A payment of one-twelfth (1/12) of the total annual contract amount will be made each month of the contract period. A payment of one twenty-fourth (1/24) of the total annual contract amount will be made for the final month, with the balance to be paid no later than thirty (30) days after the end of the final month, subject to a reconciliation of any adjustments, as required by the contract or as defined in this RFP, which have not been finalized over the previous eleven (11) months of the contract period, and any adjustments required as a result of operations in the final month of the contract period.

b) Population Adjustments

Should the ADOC average monthly inmate population (AMP) increase to a level greater than 21,600 within the confines of the designated facilities for which services are to be delivered, the ADOC shall add Vendor's individual Inmate monthly variable cost rate as proposed on the attached pricing sheet, 'Form A-1-B,' to the base compensation for each inmate in excess of 21,600. Should the AMP decrease to a level less than 20,800, the ADOC shall deduct the individual inmate monthly rate from Vendor's base compensation.

Vendor's cost per inmate per month (PIPM) should be based on the variable cost associated with the provision of services to an additional inmate and should not include a 'staffing' component. The PIPM is intended to cover the variable cost of services in the provision of Healthcare such as, pharmaceuticals, hospitalization, and medical supplies. The PIPM compensation is not intended to cover the cost of additional staffing based on a population increase, or reduction in staffing based on an AMP decrease. Form A-1-B outlines the general variable cost associated with the provision of healthcare services per an individual inmate and does not include 'fixed cost' such as staffing, training, insurance, equipment, e.t.a.

c) Adjustments for Unfilled Positions

1) Debit or credit adjustments for all ADOC approved positions will utilize the hourly salary and fringe rate of twenty-five percent (25%) per position. For each subsequent contract period, the hourly salary rate per position used to calculate a debit or credit will increase with the corresponding percentage increase of the new contract period. For example; if the base salary for an RN for the contract period April 1, 2023, to September 30, 2023, is thirty-eight dollars ($38.00) and the Vendor receives a three-precent (3%) increase for the subsequent contract period of October 1, 2023, to September 30, 2024; the hourly adjustment for the RN position would be increased to thirty-nine dollars and fourteen-cents ($39.14).

2) The actual hours provided under the contract during the quarter will be determined by using the regular hours, as reported by the time clock system at the various ADOC sites. If the time clock is not operational, hours rendered will be based upon a written log of time in and time out. All time will be rounded to the nearest quarter (1/4) hour. Payback adjustments will apply as outlined in Subsections 6.6 and 6.7 of this RFP. Debit or credit adjustments will not be made for any time in excess of the regular hours required by the contract.

3) Vendor's report can also be used as an acceptable means of substantiating hours of service. The ADOC sign-in/sign-out sheets will be utilized as a back- up to Vendor's time system.

4) Falsification or misrepresentation of actual hours of services provided by any position required by contract to the ADOC will be considered a form of corporate fraud, punishable by federal and state laws. Substantiated evidence of deliberate intent to defraud the State will be cause for immediate termination and result in the forfeiture of Vendor's performance bond.

d) Retrospective Adjustments for Performance Level

Quarterly adjustments will be made for deficiencies in performance, utilizing defined performance deficiency adjustment, for failure to maintain a required program level, which will include unfilled positions and/or unsatisfactory service (or other specified requirements) under the terms of the awarded contract. No liquidated damage or performance deficiency adjustments will be made until written notice has been given to the Vendor. The procedures for implementing performance level adjustments for unsatisfactory services will not be initiated until the ADOC determines that certain Services do not meet the minimum level as specified in the contract. Adjustments will apply as described in Section VI of this RFP.

e) Other Performance Level or Compensation Terms

1) Performance deficiency adjustments, material increases to staffing, or other communication regarding material components of the contract, including cancellation of the contract, will be communicated only by formal written notice. All notices or other

communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.

2) Performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of the ADOC for any breach or default of Vendor under the contract.

VENDOR AUTHORIZATION FORM

To be submitted with Proposal is located on the following page.

VENDOR AUTHORIZATION FORM
TO SUBMIT PROPOSAL

_____agrees to furnish the services described in this proposal in response to the ADOC RFP 2022-04, dated _____at the prices shown and guarantees that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for_____Days Prospective

Respondent's Telephone Number and Email _____

_____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____Authorized Signature (ink)

_____Authorized Name (typed)

_____Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

Date _____

Sworn to and subscribed before me and given under my hand and official seal/stamp this the

_____Day of_____ 20___.

NOTARY PUBLIC:_____

My Commission Expires: _____

Required Pricing Forms
A-1-A and A-1-B

ADOC
RFP # 2022-04

FORM A-1-A PRICE SHEET
ADOC Comprehensive Healthcare Services - RFP 2022-04

Company Name _____ Date:_____

Mailing Address _____

City, State, Zip _____

SUBMIT PRICES AS INDICATED BELOW

CONTRACT PERIOD	Total Cost to be based on an annual average daily inmate population of **21,200**	**Annual Cost Per Inmate**
April 1, 2023 – September 30, 2023		
October 1, 2023 - September 30, 2024		
October 1, 2024 - September 30, 2025		
October 1, 2025 - September 30, 2026		
October 1, 2026 - September 30, 2027		
Total Cost for Four (4) years and Six (6) months – Contract Term		
Optional Contract Year		
October 1, 2027- September 30, 2028		
October 1, 2028 - September 30, 2029		
Total Cost for Two (2) additional Optional Years		

FORM A-1-B PRICE SHEET
Variable Cost Per Inmate Per Month (PIPM) - RFP 2022-04

Company Name _____ Date:_____

Mailing Address _____

City, State, Zip _____

Pricing formula indicators are outlined below. Vendor is to record the cost for each variable indicated. The sum-total cost of the indicators will be the price/cost or debit/credit when the per inmate per month (PIPM) monthly population rises above the AMP of 21,600 and below the AMP of 20,800. The PIPM is not to include the associated cost of staffing. When required a staffing, modification will be negotiated by means of a contract amendment and when warranted, an adjustment in compensation may occur.

PRICE: Variable Monthly Cost Per Inmate per contract period

Contract Period →	April 1, 2023 - September 30, 2023	October 1, 2023 - September 30, 2024	October 1, 2024 - September 30, 2025	October 1, 2025- September 30, 2026	October 1, 2026 - September 30, 2027	*Optional Year One* October 1, 2027 - September 30, 2028	*Optional Year Two* October 1, 2028 - September 30, 2029
Pharmaceuticals							
Medical Supplies							
Diagnostic Services (e.g., Lab, X-ray)							
Community Outpatient Services							
Community Inpatient Services							
Community Physician Fees							
Total Cost Per Inmate per Month above 21,600 and below 20,800							

Appendix A

ADOC Facilities

APPENDIX A
ADOC Facilities

Alabama Department of Corrections
Central Office
301 South Ripley Street
Montgomery, AL 36104

ADOC - Major Correctional Facilities

Facility	Population Capacity	Phone	Mailing Address	
Bibb	1746	(205) 926-5252	565 Bibb Lane	Brent, AL 35034
Bullock	1492	(334) 738-5625	P.O. Box 5107	Union Springs, AL 36089
Donaldson	1434	(205) 436-3681	100 Warrior Lane	Bessemer, AL 35023
Easterling	1228	(334) 397-4471	200 Wallace Drive	Clio, AL 36017
Elmore	1167	(334) 567-1460	3520 Marion Spillway Road	Elmore, AL 36025
Fountain	1230	(251) 368-8122	Fountain 3800	Atmore, AL 36503
Hamilton	240	(205) 921-7453	223 Sasser Drive	Hamilton, AL 35570
Holman	310	(251) 368-8173	Holman 3700	Atmore, AL 36503
Kilby	1076	(334) 215-6600	P.O. Box 150	Mt. Meigs, AL 36057
Limestone	2025	(256) 233-4600	28779 Nick Davis Road	Harvest, AL 35749
St. Clair	961	(205) 467-6111	1000 St. Clair Road	Springville, AL 35146
Staton	1396	(334) 567-2221	2690 Marion Spillway Road	Elmore, AL 36025
Tutwiler PFW	685	(334) 567-4369	8966 US Hwy 231 N	Wetumpka, AL 36092
Tutwiler Intake	50		20 Training Avenue	Wetumpka, AL 36092
Ventress	1208	(334) 775-3331	P.O. Box 767	Clayton, AL 36016

APPENDIX A
ADOC Facilities

ADOC - Community-Based Facilities - Community Work Centers

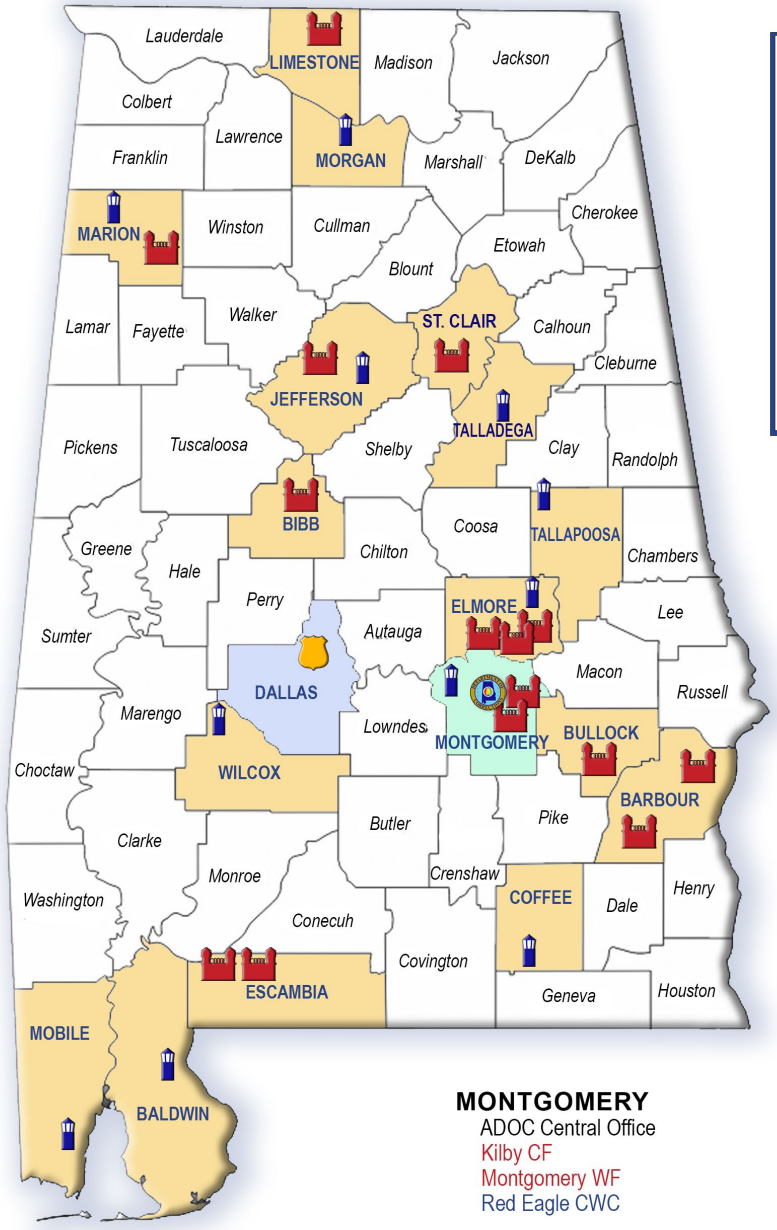
Facility	Population Capacity	Phone	Mailing Address	
Alex City	199	(256) 234-7533	P.O. Drawer 160	Alex City, AL 35010
Birmingham	215	(205) 252-2994	1216 25th Street N	Birmingham, AL 35234
Camden	31	(334) 682-4287	1780 Alabama Highway 221	Camden, AL 36726
Childersburg	392	(256) 378-3821	P.O. Box 368	Childersburg, AL 35044
Elba	160	(334) 897-5738	P.O. Box 710	Elba, AL 36323
Frank Lee	254	(334) 290-3200	P.O. Box 220410	Deatsville, AL 36022
Hamilton	180	(205) 921-9308	P.O. Box 280	Hamilton, AL 35570
Loxley	288	(251) 964-5044	P.O. Box 1030	Loxley, AL 36551
Mobile	159	(251) 452-0098	P.O. Box 13150	Eight Mile, AL 36663
Montgomery	129	(334) 215-0756	P.O. Box 75	Mt. Meigs, AL 36057
North Alabama	488	(256) 350-0876	1401 Highway 20 West	Decatur, AL 35601
Red Eagle	292	(334) 262-4604	1290 Red Eagle Road	Montgomery, AL 36110

Private – The Geo Group

Facility	Phone	Mailing Address	
Alabama Therapeutic Education Facility	(205) 669-1187	102 Industrial Parkway	Columbiana, AL 35051

Facilities Map

ADOC The Alabama Department of Corrections



LEGEND

- Major Correctional Facilities (15)
- Work Release (11) / Community Work Centers (CWC)
- Alabama Correctional Academy
- Central Office

KEY

- CF – Correctional Facility
- WR / CWC – Work Release / Community Work Center
- WF – Women's Facility
- A&I – Aged & Infirmed

MONTGOMERY
ADOC Central Office
Kilby CF
Montgomery WF
Red Eagle CWC

Baldwin
Loxley WR / CWC

Barbour
Easterling CF
Ventress CF

Bibb
Bibb CF

Bullock
Bullock CF

Coffee
Elba WR / CWC

Dallas
Alabama Correctional Academy

Elmore
Elmore CF
Staton CF
Julia Tutwiler WF / Annex
Frank Lee WR / CWC

Escambia
G.K. Fountain CF
William C. Holman CF

Jefferson
Birmingham (WF) WR / CWC
William E. Donaldson CF

Limestone
Limestone CF

Marion
Hamilton A&I
Hamilton WR / CWC

Mobile
Mobile WR / CWC

Morgan
North Alabama WR / CWC

St. Clair
St. Clair CF

Talladega
Childersburg WR / CWC

Tallapoosa
Alex City WR / CWC

Wilcox
Camden WR / CWC

Appendix B

ADOC Facility Tour Schedule

Not Applicable to RFP 2022-04

Appendix C

RFP Critical Dates

APPENDIX C
RFP Critical Dates

Activity	**Date**
First - Notice to Vendors Withdrawal of RFP 2022-01	August 3, 2022
Second - Notice to Vendors	August 29, 2022
Public Issue RFP 2022-04	September 26, 2022
Bidder's Conference **- Virtual**	September 30, 2022
Deadline for Submittal of Questions	October 11, 2022 at 4:00 p.m. CST
Answers to Questions	October 18, 2022 at 4:00 p.m. CST
Deadline for Submittal of Proposals	November 1, 2022 at 4:00 p.m. CST
Vendor Interviews	December 5, 6, and 7, 2022 (as needed)
Notification of Selected Vendor	December 19, 2022
Target Contract Review Deadline	January 2023 *(TBD*)*
Target Contract Review Meeting	February 2023 *(TBD*)*
Target Contract Implementation Date	April 1, 2023

*To be determined *(TBD)*

Appendix D

Required Forms

State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

Revised: 09/2013

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE:_____

RE Contract/Grant/Incentive (*describe by number or subject):*_____ by and between _____ (Contractor/Grantee) and _____(State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

   _____*(a)* The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

   _____*(b)* The Contractor/Grantee is not is a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

_____
Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

_____
Print Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE:_____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____

(Contractor/Grantee) and_____(State Agency, Department or Public Entity.

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of_____with the Contractor/Grantee named above and is authorized to provide representations set out in this Certificate as the official and binding act of that entity and has knowledge of Alabama's Act 2016-312.

2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this_____day of_____, 20__.

_____

Name of

Contractor/Grantee/Recipient

By:_____

Its:_____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of_____, 20___.

Witness: _____ Print Name of Witness_____

State of _____ County of _____

Appendix E

Administrative Reference Data (ARD)
Table of Contents

APPENDIX E
Administrative Reference Data (ARD)
Table of Contents

1) Appendices

2) Current Healthcare Services Contract

3) Utilization Data

4) OHS Policy and Procedures

5) Mental Health Forms

6) Administrative Regulations

7) Miscellaneous

Appendix F

Performance Indicators

APPENDIX F
PERFORMANCE INDICATORS
Healthcare Medical Audit

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

	TOTALS				
Chart Review Title	**Sample Size**	**# Yes**	**# No**	**# N/A**	**% Met**
Anticoagulant Therapy	-	-	-	-	0.00%
Cardiac / Hypertension	-	-	-	-	0.00%
Coding Status	-	-	-	-	0.00%
Dental Services	-	-	-	-	0.00%
Diabetes	-	-	-	-	0.00%
Discharge Planning	-	-	-	-	0.00%
Ectoparasite	-	-	-	-	0.00%
Grievance Log	-	-	-	-	0.00%
Hepatitis C Chronic Care	-	-	-	-	0.00%
Hepatitis C Treatment	-	-	-	-	0.00%
Infectious Disease - HIV	-	-	-	-	0.00%
Infirmary Care	-	-	-	-	0.00%
Intake Screening	-	-	-	-	0.00%
Intra-System Transfer	-	-	-	-	0.00%
Medication Administration	-	-	-	-	0.00%
Periodic Health Assessment	-	-	-	-	0.00%
Pulmonary Chronic Care	-	-	-	-	0.00%
Restrictive Housing	-	-	-	-	0.00%
Seizure Disorder	-	-	-	-	0.00%
Sick Call	-	-	-	-	0.00%
Skin Infection	-	-	-	-	0.00%
Specialty Care	-	-	-	-	0.00%
TB Therapy	-	-	-	-	0.00%
Totals	**-**	**-**	**-**	**-**	**#DIV/0!**

Total Tools Utilized 0

Total Unique Charts 0

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Anticoagulant Therapy***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Order current for anticoagulant therapy?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic monthly?											0	0	0	**0.00%**
3 Has the provider ordered therapeutic diagnostic labs at initiation of therapy?											0	0	0	**0.00%**
4 If therapeutic, labs (PT, INR) ordered at least monthly?											0	0	0	**0.00%**
5 If non-therapeutic, labs (PT, INR) ordered at least weekly until therapeutic?											0	0	0	**0.00%**
6 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
7 Is anticoagulant therapy documented on the Master Problem List (MPL)?											0	0	0	**0.00%**
8 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medications since the last chronic care visit?											0	0	0	**0.00%**
9 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
10 Are vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Orders and Progress Notes; Lab Report; Chronic Care Clinic Form; Non-Compliance Form

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Cardiac / Hypertension***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 CV/HTN documented on Master Problem List (MPL)?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
3 Lipid panel completed yearly?											0	0	0	**0.00%**
4 EKG completed within last 2 years?											0	0	0	**0.00%**
5 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medications since the last chronic care visit?											0	0	0	**0.00%**
6 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
7 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
8 Are vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (***All may be applicable, but all are not required***) **Master Problem List H-1-a; Provider Orders and Progress Notes; Lab Report; Chronic Care Clinic Form; Non-Compliance Form; EKG filed under X-Ray Tab**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Coding Status***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Medical Code updated within prior rolling twelve (12) month period?											0	0	0	**0.00%**
2 Medical Code documented on Master Problem List?											0	0	0	**0.00%**
3 Mental Health Code B or greater updated within prior rolling twelve (12) month period?											0	0	0	**0.00%**
4 Mental Health Code documented on Master Problem List?											0	0	0	**0.00%**
5 All codes, as documented in patient Health Record are reflected in the OHS module.											0	0	0	**0.00%**
6 Medical Code relevant for current inmate status?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (***All may be applicable, but all are not required***) **Master Problem List H-1-a; Health Coding Guidelines Form A-8 (a); Mental Health Coding Form MH-013; OHS Module**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Dental Services*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Oral hygiene & dental health education was given within 30 days of intake?											0	0	0	**0.00%**
2 An oral examination and treatment plan developed by dentist within 30 days of incarceration?											0	0	0	**0.00%**
3 Dental sick call request triaged within 24 hours of initial request?											0	0	0	**0.00%**
4 Dental cleanings are documented yearly on the following patients: seizure (when patient is on Dilantin), DM, and patients on calcium channel blockers?											0	0	0	**0.00%**
5 Radiograph completed prior to extraction of tooth?											0	0	0	**0.00%**
6 Note by dental services professional on progress note when patient is seen?											0	0	0	**0.00%**
7 Dentures completed within 90 days, of first impression?											0	0	0	**0.00%**
8 Spore counts documented weekly?											0	0	0	**0.00%**
9 Sharp counts completed at the end of each clinic?											0	0	0	**0.00%**
10 Panoramic x-ray checked for certificate of inspection every 3-5 years through the ADPH Office of Radiation Control?											0	0	0	**0.00%**
	Date													
											Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Dental Progress Notes; Dental Treatment Plan; Dental Treatment Log; Sick Call Tracking Log E-7; Spore Count Log; Sharps Count Log; Pocket X-rays in Health Record**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Diabetes***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 DM documented on Master Problem List?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
3 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
Diagnostic Laboratory														
4 Is there a Provider Order to collect a daily finger stick blood sugar on the insulin therapy patients?											0	0	0	**0.00%**
5 Are the provider ordered CBS documented on the Medication Administration Record?											0	0	0	**0.00%**
6 HbA1C Baseline >7.0 rechecked every 3 months -unless specified otherwise by provider											0	0	0	**0.00%**
7 HbA1C baseline < 7.0% rechecked bi-annually - unless specified otherwise by provider											0	0	0	**0.00%**
8 Annual dilated retinal exam documented.											0	0	0	**0.00%**
9 Referral to ophthalmologist if retinopathy, cataracts or glaucoma is suspected?											0	0	0	**0.00%**
10 Annual urine micro albumin test conducted.											0	0	0	**0.00%**
11 Fasting Lipids tested annually?											0	0	0	**0.00%**
Dental Care														
12 Annual dental cleaning completed or scheduled?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Diabetes*

Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: _____

Healthcare Medical Audit

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
Preventative and Chronic Care														
13 IDDM IM influenza immunization administered, or IM refusal documented for the time period of September through March of the current year?											0	0	0	**0.00%**
14 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
15 If non-compliance with medication or blood sugar checks are noted, counseling is completed.											0	0	0	**0.00%**
16 Has non-compliance counseling been completed and documented for missed or refused appointments for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
17 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Orders and Progress Notes; Lab Report; Chronic Care Clinic Form; Specialty Consult (eye appointment, endocrinologist, etc.); Dental Treatment Plan; Non-Compliance Form; CBS Flowsheet; MAR CBS Check Sheet; Vaccination Log

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Discharge Planning***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Pre-release blood work completed per state law and ADOC policy (RPR, HIV)?											0	0	0	**0.00%**
2 Discharge referrals made if applicable (Public Health, Medical, Mental Health).											0	0	0	**0.00%**
3 At time of release did inmate receive either a 30 day supply of current medications or a 30 day prescription for current medications?											0	0	0	**0.00%**
4 Inmate received copy of current Medication Administration Record, immunization record, most recent lab results, last provider visit.											0	0	0	**0.00%**
5 Discharge Tracking Log is current for this inmate?											0	0	0	**0.00%**
6 Is there documentation on the Discharge Tracking Log if the inmate was not presented prior to discharge?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Discharge Tracking Log E-13-(b); Nurses Notes**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Ectoparasite***

Healthcare Medical Audit

Threshold: **85%**

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Ectoparasite confirmed by provider?											0	0	0	0.00%
2 Medication ordered based on diagnosis?											0	0	0	0.00%
3 Medication Administration Record reflects administration of ordered medication?											0	0	0	0.00%
4 Patient education documented on both hygiene and medication compliance.											0	0	0	**0.00%**
5 Patient re-evaluated in 7-14 working days by provider post-completion of medication; or as ordered by prescribing provider?											0	0	0	**0.00%**
6 If provider ordered follow up visit exceeds 14 working days is explanation documented?											0	0	0	**0.00%**
7 Ectoparasite Tracking Log up to date?											0	0	0	**0.00%**
8 Documentation that security was notified of personal hygiene (laundry, cleaning, etc.) needs?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Provider Orders; Provider Notes, Nurses Progress Notes; Ectoparasite Tracking Log J-6; Patient Information Fact Sheet**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Grievance Log*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Procedure in place for explaining method of submitting grievance and education provided.											0	0	0	**0.00%**
2 Responses to grievances are within ten working days of receipt for this event.											0	0	0	**0.00%**
3 Copy of response to grievance given to inmate confirmed with inmate signature, initials, or mark?											0	0	0	**0.00%**
4 Grievance Tracking Log completed each month?											0	0	0	**0.00%**
5 Inmates have access to health care grievance forms in places other than health care unit?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Inmate/Patient Orientation to Facility (*May include Signage Posted in Healthcare Unit or Housing Unit*); Grievance Tracking Log; Tour of Healthcare Unit; Inmate Interview**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Hepatitis C Chronic Care***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 HCV documented on the Master problem List?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
3 Are vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
4 Hepatitis C flowsheet current?											0	0	0	**0.00%**
5 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
6 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
7 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Orders and Progress Notes; Lab Report; Chronic Care Clinic Form; Hepatitis C Flowsheet; Non-Compliance Form

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Hepatitis C Treatment***

Healthcare Medical Audit

Threshold: **85%**

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 HCV documented on the Master Problem List?											0	0	0	**0.00%**
2 Hepatitis C Referral completed by the provider?											0	0	0	**0.00%**
3 Designated Management Disease Specialist treatment approval documented?											0	0	0	**0.00%**
4 Consent or refusal completed documenting treatment side effects and potential complications?											0	0	0	**0.00%**
5 HCV genotype testing has been completed prior to treatment initiation?											0	0	0	**0.00%**
6 HCV viral load testing completed prior to treatment initiation?											0	0	0	**0.00%**
7 Documentation of baseline CBC, Liver Profile, INR, TSH, and pregnancy test (females) obtained prior to the initiation of treatment.											0	0	0	**0.00%**
8 Monthly provider visit documented on Chronic Care Clinic form or provider progress note while receiving antiviral medication?											0	0	0	**0.00%**
9 Labs completed as highlighted on anti-viral flowsheet?											0	0	0	**0.00%**
10 Master Problem List updated with start and completion date?											0	0	0	**0.00%**
11 HCV viral load completed 3 months post treatment.											0	0	0	**0.00%**
12 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
13 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Hepatitis C Treatment***

Healthcare Medical Audit

Threshold: **85%**

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
14 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
15 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
16 Is there documentation on the Chronic Care Clinic form that the OHS Infectious Disease Coordinator was notified of any occurrence of non-compliance?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Progress Notes; Hepatitis C Flowsheet; Lab Report; Hepatitis C Treatment Sheet; Hepatitis C Referral, Consent to Treatment Form; Chronic Care Clinic Form; Compliance Notice (May include Nursing Progress Notes); Non-Compliance Form

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Infectious Disease - HIV***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 After a confirmed diagnosis, was inmate seen by a HIV specialist within 14 working days?											0	0	0	**0.00%**
2 HIV documented on Master Problem List?											0	0	0	**0.00%**
3 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
4 CD4 counts no less than every 6 months?											0	0	0	**0.00%**
5 HIV viral loads completed no less than every 6 months?											0	0	0	**0.00%**
6 Pneumovax administered or refusal documented in last 5 years?											0	0	0	**0.00%**
7 Flu vaccination administered for most recent flu season or refusal documented. (September -March)											0	0	0	**0.00%**
8 Dental cleaning documented yearly or refusal obtained?											0	0	0	**0.00%**
9 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
10 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (***All may be applicable, but all are not required***) **Master Problem List H-1-a; Chronic Care Clinic Form; Provider Orders and Progress Notes; Lab Report; Vaccination Log; Dental Treatment Plan and/or Progress Notes; Compliance Notice (May include Nursing Progress Notes); Non-Compliance Form**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Infirmary Care*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Separate infirmary chart maintained?											0	0	0	**0.00%**
2 Upon the return of an inmate from community hospital admission of a >23 hour stay; the inmate was placed in the infirmary or medical housing and coded orange or red by the provider?											0	0	0	**0.00%**
3 If inmate was placed in the infirmary or medical housing for observation, was a 23 hour observation assessment completed by RN?											0	0	0	**0.00%**
4 Was infirmary admission completed by RN within 12 hours of inmate being admitted to the infirmary or medical housing?											0	0	0	**0.00%**
5 Infirmary admission summary completed by provider?											0	0	0	**0.00%**
6 Provider rounds are documented according to ADOC Policy & Procedure and acuity level?											0	0	0	**0.00%**
7 Nursing documentation including vital signs and weight are documented according to ADOC Policy and Procedure and acuity level?											0	0	0	**0.00%**
8 *Current medication administration records (MAR) are maintained within infirmary chart or separate MAR binder specific for infirmary.											0	0	0	**0.00%**
9 Infirmary discharge ordered by provider?											0	0	0	**0.00%**
10 Discharge summary completed by provider?											0	0	0	**0.00%**
11 Infirmary log current for each admission and discharge for this event.											0	0	0	**0.00%**
12 Infirmary Kardex is completed for current treatment?											0	0	0	**0.00%**
13 Infirmary color coded arm bands are currently on each patient according to the acuity level?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Infirmary Care*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
14 A supervising Registered Nurse is on-site 24/7? Time Period of Schedule Reviewed: _____											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required*** **) Infirmary Log; Provider and Nurse Progress Notes; Health Record; MAR; Kardex; Facility Nursing Schedule for prior 90 day period**

**Applicable when inmate is housed in an infirmary or medical housing other than the male reception Center - Kilby RCC and the Female Reception Center -Tutwiler Prison for Women*

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Intake Screening*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 All new admissions will receive a complete **preliminary healthcare screening** by a qualified health professional within no less than 12 hours of arrival to an ADOC Intake facility.											0	0	0	**0.00%**
2 The **intake evaluation** is performed within 24 hours of intake by an RN or higher-level practitioner.											0	0	0	**0.00%**
3 A complete **Health Appraisal/Assessment** will be conducted by a mid-level practitioner or physician within 7 days of arrival.											0	0	0	**0.00%**
4 Oral screening was performed within 7 calendar days of intake?											0	0	0	**0.00%**
5 Medical Code within 7 working days of intake?											0	0	0	**0.00%**
6 All medications identified as current by the patient are reviewed?											0	0	0	**0.00%**
7 All medications are verified at intake with documentation by the medical staff?											0	0	0	**0.00%**
8 Medications deemed appropriate for treatment have been renewed/ordered by a practitioner within 12 hours of intake?											0	0	0	**0.00%**
9 Chronic illness identified with referral to an appropriate Chronic Care Clinic?											0	0	0	**0.00%**
10 If identified as HIV positive was the inmate seen by a HIV specialist within 14 working days after intake?											0	0	0	**0.00%**
11 Was a HCV antibody completed?											0	0	0	**0.00%**
12 TST implanted and read within 72 hours with documentation recorded in 'mm' in the Health Record.											0	0	0	**0.00%**
13 Positive TST results receive appropriate follow-up.											0	0	0	**0.00%**
14 Pregnancy, HIV, RPR, GC and Chlamydia testing completed?											0	0	0	**0.00%**
15 Documentation of a positive pregnancy is documented on the pregnancy log?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Intake Screening*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
16 Random Plasma Glucose sampling completed and documented in the Health Record?											0	0	0	**0.00%**
17 Was orientation to Health Services and general health education completed as outlined in OHS Form E-2?											0	0	0	**0.00%**
18 All medical components of the intake have been completed?											0	0	0	**0.00%**
19 Is there documentation that urgent and emergent referrals have been completed?											0	0	0	**0.00%**
20 Is there documentation that Chronic Care Clinic referrals have been completed (if applicable)?											0	0	0	**0.00%**
21 Has the COVID-19 screening form been completed?											0	0	0	**0.00%**
22 Has a rapid COVID-19 test been completed?											0	0	0	**0.00%**
23 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Orders and Progress Notes; ADOC Intake Screening Form; SRA MH Screening; Lab Report; Chronic Care Form; Referral Logs; Nursing Assessment and Progress Notes; Health Services - Inmate Admission and Orientation Handbook Form E-1; Pregnancy Log; COVID Screening Form

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Intra-System Transfer*
MAJOR FACILITY
Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: _____

Healthcare Medical Audit

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met
1 Health screening conducted within 24 hours of notification of the inmate's arrival to institution.											0	0	0	**0.00%**
2 Temperature documented on Intra-System Transfer Form by sending facility?											0	0	0	**0.00%**
3 Was the Intra-System Transfer Form completed in its' entirety?											0	0	0	**0.00%**
4 Medical and mental health codes documented on transfer screening form?											0	0	0	**0.00%**
5 If SMI, is SMI designation documented?											0	0	0	**0.00%**
6 If Mental Health Code designation is B, C, or D; was a Mental Health referral completed?											0	0	0	**0.00%**
7 Referred if applicable to: (Medical, Chronic Care Clinic, Mental Health, Dental)											0	0	0	**0.00%**
8 Review of pending offsite consults documented.											0	0	0	**0.00%**
9 Medications continued if applicable?											0	0	0	**0.00%**
10 Special housing accommodations documented if applicable?											0	0	0	**0.00%**
11 Transfer In/Receiving Screening Tracking Log current for this patient.											0	0	0	**0.00%**
12 COVID-19 vaccination date(s) documented on Intra-System Transfer Form?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Intra-System Transfer/Receiving Screening Form E-3-a; Transfer In/Receiving Screening Tracking Log E-3; Provider Orders and Nursing Progress Notes**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Medication Administration***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Medication on Medication Administration Record (MAR) ordered by licensed provider?											0	0	0	**0.00%**
2 The MAR contains the frequency of administration, start and stop dates, allergies, and signatures on the MAR.											0	0	0	**0.00%**
3 Appropriate initials or signatures of nurses responsible for medication administration are within the patient's specific MAR file?											0	0	0	**0.00%**
4 Stocked medication started within 24 hours if ordered as start today by provider?											0	0	0	**0.00%**
5 Non-stocked medication (routine order) started within 48 hours of initial start date?											0	0	0	**0.00%**
6 Appropriate correlating codes from MAR system are noted within each administration box?											0	0	0	**0.00%**
7 Counseling for non-compliance documented as indicated after 3 days of missed medication?											0	0	0	**0.00%**
8 Counseling for non-compliance documented for critical medications after one missed dose? (HCV antivirals, INH, Plavix, Coumadin, etc.)											0	0	0	**0.00%**
9 Copy of the MAR for the past 90 days is filed in the Health Record?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **MAR; EMAR; Non-compliance Form; Nursing Progress Notes**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Periodic Health Assessment***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
All Inmates - Yearly														
1 Physical completed within 13 month cycle?											0	0	0	**0.00%**
2 Vital signs and weight documented yearly?											0	0	0	**0.00%**
3 Capillary blood sugar completed?											0	0	0	**0.00%**
4 TST status documented in 'mm'?											0	0	0	**0.00%**
5 Patient education documented?											0	0	0	**0.00%**
6 Pap Smear documented yearly as applicable?											0	0	0	**0.00%**
7 Breast exam documented yearly as applicable?											0	0	0	**0.00%**
8 Vaccine status documented?											0	0	0	**0.00%**
All Inmates - 40 and Over (as below)														
9 If mother/father, sister/brother with known history of colon cancer rectal exam documented.											0	0	0	**0.00%**
All Inmates - 50 and Over														
10 Rectal exam with occult blood completed, or refusal documented appropriately?											0	0	0	**0.00%**
11 Oral screening completed?											0	0	0	**0.00%**
12 Eye exam completed?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Periodic Health Assessment***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
All Inmates - Every Two Years														
13 Oral screening completed?											0	0	0	**0.00%**
14 Oral hygiene instructions documented?											0	0	0	**0.00%**
15 Eye exam completed?											0	0	0	**0.00%**
16 Females 40 years of age or greater: Mammogram completed?											0	0	0	**0.00%**
All Inmates - Every Three Years														
17 Fasting Lipid Panel Completed?											0	0	0	**0.00%**
18 RPR completed?											0	0	0	**0.00%**
19 Urine dip chemistry completed?											0	0	0	**0.00%**
All Females - Every Three Years														
20 Pap smear completed?											0	0	0	**0.00%**
21 Gonorrhea screen completed?											0	0	0	**0.00%**
22 Chlamydia screen completed?											0	0	0	**0.00%**
23 Breast exam completed?											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: *Periodic Health Assessment*

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
All Inmates - Every Five Years														
24 EKG completed?											0	0	0	**0.00%**
25 Rectal exam with occult blood completed, or refusal documented appropriately?											0	0	0	**0.00%**
All Males - Every Five Years														
26 Prostate exam completed if age and/or clinically appropriate?											0	0	0	**0.00%**
27 Testicular exam completed or self examination instruction provided?											0	0	0	**0.00%**
28 Documentation by a provider was completed upon exam?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Provider Orders; Inmate Periodic Health Assessment Form; Lab Reports; Refusal Forms; EKG under X-ray Tab**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Pulmonary Chronic Care***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Pulmonary diagnosis documented on Master Problem List?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
3 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
4 Peak flow readings documented at each Chronic Care Clinic visit.											0	0	0	**0.00%**
5 Degree of disease control documented at each Chronic Care Clinic visit.											0	0	0	**0.00%**
6 Flu vaccination administered for most recent flu season or refusal documented. (September -March)											0	0	0	**0.00%**
7 Pneumonia vaccination administered or refusal documented every 5 years?											0	0	0	**0.00%**
8 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
9 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
10 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; Provider Orders and Progress Notes; Lab Reports; Chronic Care Clinic Form; Non-Compliance Form; Vaccination Log; Peak Flow Reading Flow Sheet

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Restrictive Housing***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Documentation that medical staff examined inmate prior to, or at the time of placement in restrictive housing?											0	0	0	**0.00%**
2 Documentation that Mental Health pre-placement screening was completed prior to being admitted into restrictive housing?											0	0	0	**0.00%**
3 Documentation that mental health staff was notified?											0	0	0	**0.00%**
4 Documentation that security was notified of contraindications or special accommodations if necessary?											0	0	0	**0.00%**
5 Documentation that restrictive housing patient was seen by medical staff at least once daily?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Nursing Progress Notes; Inmate Body Chart E-11 (a); MH Referral Log; Pre-Screening Form (under MH Tab); Medical Nursing Rounding Log**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Seizure Disorder***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Is Seizure Disorder listed on the Master Problem List?											0	0	0	**0.00%**
2 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
3 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
4 Are seizure medication levels collected every 6 months?											0	0	0	**0.00%**
5 Lab levels are reviewed by the provider and dated?											0	0	0	**0.00%**
6 If medication levels were not therapeutic is there documentation of adjustments made to current medication, a new medication ordered, or justification for maintaining current dosage?											0	0	0	**0.00%**
7 Was education provided relative to the Chronic Care Clinic visit?											0	0	0	**0.00%**
8 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
9 Seizure activity documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
10 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (***All may be applicable, but all are not required***) **Master Problem List H-1-a; Chronic Care Clinic Form; Lab Reports; Non-Compliance Form**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Sick Call***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Sick call request triaged by an RN within 24 hours of receipt?											0	0	0	**0.00%**
2 All inmates assigned to restrictive housing must be seen within 24 hours of request?											0	0	0	**0.00%**
3 If the request for sick call in restrictive housing identified as urgent, was the inmate seen the same day of the request?											0	0	0	**0.00%**
4 Were emergent request seen the same day?											0	0	0	**0.00%**
5 Seen within 48 hours by an RN during weekdays?											0	0	0	**0.00%**
6 Seen within 72 hours by RN during holidays and weekends?											0	0	0	**0.00%**
7 Appropriate nursing protocol used if applicable?											0	0	0	**0.00%**
8 Vital signs including weight are documented?											0	0	0	**0.00%**
9 Patient education is documented?											0	0	0	**0.00%**
10 If referred to provider, seen within 14 days of nursing encounter?											0	0	0	**0.00%**
11 Sick Call Tracking Log is current for this entry.											0	0	0	**0.00%**
12 If inmate did not report for sick call, was a refusal signed by the inmate?											0	0	0	**0.00%**
13 Were sick call visits that were cancelled or delayed due to restricted access documented?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Sick Call Tracking Log E-7; Sick Call Request E-7(a); Nursing Protocol/Net Form; Provider and Nursing Progress Notes; Refusal and/or No Show Forms**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Skin Infection***

Healthcare Medical Audit

Threshold: 85%

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Skin infection confirmed by provider?											0	0	0	**0.00%**
2 Is patient seen within 10 days of initial visit with provider?											0	0	0	**0.00%**
3 Is there documentation that the infected tissue produced drainage (i.e. Sanguineous, Serous, Purulent, Seropurulent)?											0	0	0	**0.00%**
4 If documentation of drainage of the infected tissue, was an order for culture written?											0	0	0	**0.00%**
5 If a culture was completed and antibiotics ordered, was the organism identified sensitive to the antibiotics ordered?											0	0	0	**0.00%**
6 If medication was ordered as part of treatment, was it started within 48 hours of order?											0	0	0	**0.00%**
7 Medication Administration Record reflects administration of ordered medication.											0	0	0	**0.00%**
8 Patient education documented on both hygiene and medication compliance.											0	0	0	**0.00%**
9 Patient re-evaluated in 7 days by provider post-completion of medication.											0	0	0	**0.00%**
10 Skin Infection Tracking Log up to date?											0	0	0	**0.00%**
11 Documentation of security notified if personal and special housing needs are applicable?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Provider Orders and Progress Notes; Skin Infection Tracking Log B-1-b; Lab Reports; Medication Administration Record; Education and Instruction Forms**

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***Specialty Care***
Off-Site Outpatient Procedures and Emergency Runs
Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: _____

Healthcare Medical Audit

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Written order for consult?											0	0	0	0.00%
2 Consult approval, denial, or alternative treatment plan documented within 5 working days?											0	0	0	0.00%
3 Appointment scheduled with consultant within 3 working days of approval, for patient to be seen at next available appointment?											0	0	0	0.00%
4 If the inmate returned from an *invasive outpatient procedure completed in the community; were they presented to the Healthcare Unit/Infirmary upon return for assessment and discharge order completion?											0	0	0	0.00%
5 If the inmate returned from an *invasive outpatient procedure; was the facility provider notified?											0	0	0	0.00%
6 If the inmate returned from an emergency room visit; were they presented to the Healthcare Unit/Infirmary upon return for assessment and discharge order completion?											0	0	0	0.00%
7 If the inmate returned from an emergency room visit; was the facility provider notified?											0	0	0	0.00%
8 Consult reports filed in Health Record if appointment completed.											0	0	0	0.00%
9 Inmate seen by on-site provider within 5 working days for routine follow-up or sooner if required by return discharge orders?											0	0	0	0.00%
10 Documentation that specialist recommendations addressed by site provider?											0	0	0	0.00%
11 Off-Site Tracking Log complete for this event?											0	0	0	0.00%
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: ***(All may be applicable, but all are not required)*** **Off-Site Tracking Log; Emergency Runs; Off-Site Schedule Log; Provider and Nursing Progress Notes; Provider Orders**

*Examples of invasive outpatient procedures include but are not limited to the following: Procedure requiring anesthesia, conscious sedation, chemotherapy, and dialysis

Comments

APPENDIX F
PERFORMANCE INDICATORS

Chart Review Title: ***TB Therapy***

Healthcare Medical Audit

Threshold: **85%**

Chart Review Period: _____

Institution:

Actual Chart Sample Size: _____

Date of Audit:

Targeted Chart Sample Size: _____

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
1 Positive TST status documented on Master Problem List in mm?											0	0	0	**0.00%**
2 Baseline CXR completed for 5 mm or greater.											0	0	0	**0.00%**
3 If symptomatic, AFB smears completed?											0	0	0	**0.00%**
4 Baseline CMP completed prior to beginning TB therapy?											0	0	0	**0.00%**
5 Seen in Chronic Care Clinic as ordered by provider?											0	0	0	**0.00%**
6 Vital signs including weight documented at each Chronic Care Clinic visit?											0	0	0	**0.00%**
7 Liver enzymes monitored monthly for the first three months; then quarterly unless specified more frequently by provider?											0	0	0	**0.00%**
8 Patient education on compliance, side effects of medication, etc. documented?											0	0	0	**0.00%**
9 Has non-compliance counseling been completed and documented for missed or refused appointments and/or medication for Chronic Care Clinic in the Health Record?											0	0	0	**0.00%**
10 Is there documentation of the patient being administered a COVID-19 vaccine or a refusal completed?											0	0	0	**0.00%**
11 Patient housed in negative pressure room is monitored by healthcare staff every 8 hours?											0	0	0	**0.00%**
12 Documentation of certificate of inspection of negative pressure cell?		**Date**									0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**#DIV/0!**

Source Documents: (*All may be applicable, but all are not required*) Master Problem List H-1-a; X-ray Reports; Chronic Care Clinic Form; TB Tracking Log; Non-Compliance Form; Patient Refusal; Nursing Progress Notes

**INH 300 mg daily x 9 months or INH 900 mg bi-weekly x 9 months; Rifampin 600 mg daily x 5 months; *Missing 900 mg of any INH combination = Non-Compliance; Missing 1,800 mg Rifampin = Non-Compliance*

Comments

Mental Health Audit

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

	TOTALS				
Chart Review Title	**Sample Size**	**# Yes**	**# No**	**# N/A**	**% Met**
Confidentiality	-	-	-	-	0.00%
Involuntary Psychotropic Med	-	-	-	-	0.00%
Major Events Movement	-	-	-	-	0.00%
MH Codes "B" and "C"	-	-	-	-	0.00%
MH Coding	-	-	-	-	0.00%
MH Intake - Receiving Screening	-	-	-	-	0.00%
MH Progress Notes	-	-	-	-	0.00%
MH Referrals	-	-	-	-	0.00%
MH Rounds - RHU	-	-	-	-	0.00%
MH RTU Level 1	-	-	-	-	0.00%
MH RTU Level 2	-	-	-	-	0.00%
MH RTU Level 3	-	-	-	-	0.00%
MH SLU	-	-	-	-	0.00%
MH SU & Code D	-	-	-	-	0.00%
Psychotherapy - Nonresidential	-	-	-	-	0.00%
Psychotherapy - Residential	-	-	-	-	0.00%
Recurring Watch Tracking	-	-	-	-	0.00%
RHU Screening & Assessment	-	-	-	-	0.00%
Suicide Watch Assessment	-	-	-	-	0.00%
Suicide Watch Discharge	-	-	-	-	0.00%
Suicide Watch Monitoring	-	-	-	-	0.00%
Tx Plan - MH Crisis	-	-	-	-	0.00%
Tx Plan - MH Outpatient	-	-	-	-	0.00%
Tx Plan - RTU SLU	-	-	-	-	0.00%
Tx Plan - SU	-	-	-	-	0.00%
Totals	**-**	**-**	**-**	**-**	**0.00%**

Total Tools Utilized **0**

Total Unique Charts **0**

APPENDIX F
PERFORMANCE INDICATORS
Mental Health Audit

Chart Review Title: ***MH Coding***

Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: 20

Data Source(s): ***Health Records, MH Caseload, prior 90 days***

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

Office of Health Services

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable														
MH Code:											**# Yes**	**# No**	**# N/A**	**% Met**
1 Does the inmate's Master Problem List reflect the new coding system? (A, B, C, D)											0	0	0	0.00%
2 Does the most recent Provider Note indicate the new coding system is followed? (A, B, C, D)											0	0	0	**0.00%**
3 Does the MH code on the Master Problem List match the Mental Health Provider's code determination as reflected on the most current Psychiatric Progress Note?											0	0	0	**0.00%**
4 Does the Mental Health Provider's code determination match the MH code on the Treatment Plan?											0	0	0	**0.00%**
5 Has the inmate's MH code under the new coding system been entered into the OHS module?											0	0	0	**0.00%**
6 Has the inmate's SMI status been entered into the OHS module?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**0.00%**

Non-Scoring	
7 Does the facility Warden receive an updated list of "SMI" inmates weekly?	
8 Does the facility MH Database reflect the new coding system?	

Comments

APPENDIX F
PERFORMANCE INDICATORS
Mental Health Audit

Chart Review Title: *MH Referrals*

Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: ***30 (10 Emergent, 10 Urgent, 10 Routine)***

Data Source(s): ***Health Records, MH Referral Logs, prior 90 days***

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
Emergent, Routine, Urgent														
1 Was the mental health referral documented on the Mental Health Referral Form (MH-008)?											0	0	0	**0.00%**
2 Did a designated RN on each shift triage Mental Health Referral Forms (MH-008)?											0	0	0	**0.00%**
3 Did the designated RN triage the Mental Health Referral Form (MH-008) as Emergent, Urgent, or Routine within one hour of receipt?											0	0	0	**0.00%**
4 Was the Emergent or Urgent referral verbally communicated to the on-call licensed MHP or psychologist within one hour of the triage RN's receipt of the Mental Health Referral Form (MH-008)?											0	0	0	**0.00%**
5 Did the triage RN notify the Mental Health staff of the **Routine** referral on the **next business day following the triage RN's receipt** of the Mental Health Referral Form (MH-008)?											0	0	0	**0.00%**
6 Was the Mental Health Referral Form (MH-008) submitted to Mental Health staff within 2 hours of the referring RN identifying the need for an **Emergent** or **Urgent** referral?											0	0	0	**0.00%**
7 Were recommendations made by the licensed MHP or psychologist (when contacted regarding an **Urgent** or **Emergent** referral) documented on the MH-008?											0	0	0	**0.00%**
8 Was a clinical assessment completed by a licensed MHP, mental health CRNP, psychologist, or psychiatrist **within three (3) hours** of notification of an **Emergent** referral by the designated triage RN? (See Progress Note)											0	0	0	**0.00%**
9 Was a clinical assessment completed by a licensed MHP, mental health CRNP, psychologist, or psychiatrist **within 24 hours** of receiving notification of an **Urgent** referral by the designated triage RN? (See Progress Note)											0	0	0	**0.00%**

APPENDIX F
PERFORMANCE INDICATORS
Mental Health Audit

Chart Review Title: ***MH Referrals***

Chart Review Period: _____

Actual Chart Sample Size: _____

Targeted Chart Sample Size: ***30 (10 Emergent, 10 Urgent, 10 Routine)***

Data Source(s): ***Health Records, MH Referral Logs, prior 90 days***

Office of Health Services

Threshold: 85%

Institution:

Date of Audit:

Reviewer(s):

	Chart Identification Number										Totals			
Measures: Y = Yes, N = No, N/A = Not Applicable											**# Yes**	**# No**	**# N/A**	**% Met**
Emergent, Routine, Urgent														
10 Was a clinical assessment completed by a licensed MHP, mental health CRNP, psychologist, or psychiatrist **within 14 days** of notification of a **Routine** referral by the designated triage RN? (See Progress Note)											0	0	0	**0.00%**
11 Is the Mental Health Referral Log (MH-E-05.5(b)) up to date (all information complete and entered)?											0	0	0	**0.00%**
12 Are there blank Mental Health Referral Forms (MH-008) available in the Health Care unit?											0	0	0	**0.00%**
13 Are there blank Mental Health Referral Forms (MH-008) available in the designated shift offices?											0	0	0	**0.00%**
14 Is there a clearly labeled Mental Health Referral Form collection point within the Mental Health unit?											0	0	0	**0.00%**
										Total Score	**0**	**0**	**0**	**0.00%**

Comments ***Source Documents -*** *-- Health Record and the following: Item 10 - MH Referral Logs; Items 11, 12, & 13 - Inspect HCU, MH Unit, and Shift Offices for forms.*

Appendix G

Minimum Staffing Requirements

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS TOTALS

Position	Medical	Mental Health
Activity Tech	-	25.50
Administrative Assistant	15.50	4.50
Administrative Assistant/Medical Records Clerk	2.00	-
Administrative Assistant/Scheduler	3.00	-
Administrative Coordinator	-	1.00
Assistant Director of Nursing (ADON)	4.40	3.00
Assistant Health Services Administrator (HSA)	1.00	-
Assistant Physician Director	2.00	-
Assistant Program Director - Central	-	1.00
Assistant Program Director - North	-	1.00
Assistant Program Director - South	-	1.00
Assistant Psychiatrist Director (Collaborator)	-	1.00
Certified Medical Records Specialist/Supervisor	2.00	-
Certified Nursing Assistant (or RMA)	9.00	-
Certified Registered Nurse Practitioner (CRNP)	33.10	20.75
Clinical Director/Education Training	-	1.00
Consulting Pharmacist	1.00	-
CQI Assistant	-	1.00
CQI Manager	-	1.00
Data/Reporting Specialist	1.00	-
Data/Reports Manager	-	1.00
Dental Assistant	17.00	-
Dental Director	1.00	-
Dental Hygienist	7.25	-
Dentist	17.00	-
Director of CQI	1.00	-
Director of Nursing (DON)	15.00	-
Health Services Administrator (HSA)	16.00	-
Infectious Disease Nurse (assistant to IDS)	1.00	-
Infectious Disease Specialist MD (IDS)	1.00	-
IT Development Telehealth Manager	1.00	-
Licensed Mental Health Professional (MHP)	-	87.45
Licensed Practical Nurse (LPN)	224.40	64.45
Licensed Social Worker - Medical Furlough Case Coordinator	1.00	-
Medical Director	15.50	-
Medical Records Clerk	31.50	-
Medical Records Clerk - Depot	1.40	-
Medical Records Supervisor	1.00	-
Medical Records Supervisor - Depot	1.00	-
Mental Health Clerk	-	24.50
Mental Health Involuntary Medication Coordinator	-	0.40
Mental Health Site Program Manager - Licensed	-	18.00

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS TOTALS

Position	Medical	Mental Health
Observer*	-	69.00
Ombudsman/ADA Grievance - LPN	12.00	-
Pharmacy Inventory Manager - LPN	14.00	-
Phlebotomist	13.00	-
Physician Director	1.00	-
Program Administrator - North	1.00	-
Program Administrator - South	1.00	-
Program Administrator - Women's Healthcare/Male RCC	1.00	-
Program Director	1.00	1.00
Psychiatrist	-	15.10
Psychiatrist Director (MD)	-	1.00
Psychologist (PhD)	-	8.75
Receptionist	1.00	-
Regional Psychologist	-	2.00
Registered Medical Technologist (Central Testing Lab)	1.00	-
Registered Nurse (RN)	126.70	39.30
RN CQI Manager	1.00	-
RN Infection Control Manager	1.00	-
RN Intake Coordinator	2.00	-
RN Nurse Manager	2.40	-
RN Regional Education Training Coordinator - North	1.00	-
RN Regional Education Training Coordinator - South	1.00	-
RN Utilization Management Specialist	1.00	-
RTU/SU Coordinator	-	2.00
Scheduler	13.00	-
Statewide Director of Nursing	1.00	-
Statewide Director of Operations	1.00	-
Telehealth Coordinator	-	1.00
TOTAL FTE's	**624.15**	**396.70**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Alabama Regional Office - Statewide Management	Medical	Mental Health
Administrative Assistant	2.00	2.00
Administrative Coordinator	-	1.00
Assistant Physician Director	2.00	-
Assistant Program Director - Central	-	1.00
Assistant Program Director - North	-	1.00
Assistant Program Director - South	-	1.00
Assistant Psychiatrist Director (Collaborator)	-	1.00
Clinical Director/Education Training	-	1.00
Consulting Pharmacist	1.00	-
CQI Assistant	-	1.00
CQI Manager	-	1.00
Data/Reporting Specialist	1.00	-
Data/Reports Manager	-	1.00
Dental Director	1.00	-
Director of CQI	1.00	
Infectious Disease Nurse (assistant to IDS)	1.00	-
Infectious Disease Specialist MD (IDS)	1.00	-
IT Development Telehealth Manager	1.00	-
Licensed Social Worker - Medical Furlough Case Coordinator	1.00	-
Mental Health Involuntary Medication Coordinator	-	0.40
Physician Director	1.00	-
Program Administrator - North	1.00	-
Program Administrator - South	1.00	-
Program Administrator - Women's Healthcare/Male RCC	1.00	-
Program Director	1.00	1.00
Psychiatrist Director (MD)	-	1.00
Receptionist	1.00	-
Regional Psychologist	-	2.00
RN CQI Manager	1.00	-
RN Infection Control Manager	1.00	-
RN Regional Education Training Coordinator - North	1.00	-
RN Regional Education Training Coordinator - South	1.00	-
RN Utilization Management Specialist	1.00	-
Statewide Director of Nursing	1.00	-
Statewide Director of Operations	1.00	-
Telehealth Coordinator	-	1.00
Alabama Regional Office - Total FTE's	**25.00**	**16.40**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Alex City Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility – **Kilby**)*		
Registered Nurse (RN)	0.50	-
Alex City - Total FTE's	**0.50**	**-**

Alabama Therapeutic Education Facility (ATEF)	**Medical**	**Mental Health**
*(Home Facility - **Bibb**)*		
Administrative Assistant/Scheduler	1.00	-
Certified Registered Nurse Practitioner (CRNP)	-	0.50
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	1.50
Licensed Practical Nurse (LPN)	6.60	1.00
Medical Director	0.50	-
Medical Records Clerk	1.00	-
Registered Nurse (RN)	2.80	0.50
ATEF - Total FTE's	**12.90**	**3.50**

Bibb Correctional Facility	**Medical**	**Mental Health**
Administrative Assistant	1.00	-
Certified Registered Nurse Practitioner (CRNP)	2.00	1.00
Dental Assistant	2.00	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	4.00
Licensed Practical Nurse (LPN)	12.80	3.00
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	5.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	7.00	1.00
Scheduler	1.00	-
Bibb - Total FTE's	**35.80**	**16.50**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Birmingham Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Tutwiler**)*		
Certified Registered Nurse Practitioner (CRNP)	0.40	-
Licensed Mental Health Professional (MHP)	-	1.20
Licensed Practical Nurse (LPN)	4.20	1.00
Mental Health Clerk	-	0.50
Mental Health Site Program Manager - Licensed	-	1.00
Psychiatrist	-	0.50
Registered Nurse (RN)	1.80	0.50
RN Nurse Manager	1.00	-
Birmingham - Total FTE's	**7.40**	**4.70**

Bullock Correctional Facility	**Medical**	**Mental Health**
Activity Tech	-	11.50
Administrative Assistant	1.00	2.00
Assistant Director of Nursing (ADON)	-	1.00
Certified Registered Nurse Practitioner (CRNP)	2.00	2.50
Dental Assistant	1.50	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	6.50
Licensed Practical Nurse (LPN)	12.80	13.50
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	2.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	14.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	2.00
Psychologist (PhD)	-	2.50
Registered Nurse (RN)	7.00	8.50
RTU/SU Coordinator	-	1.00
Scheduler	1.00	-
Bullock - Total FTE's	**35.30**	**68.00**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Bullock Correctional Facility - Outpatient	**Medical**	**Mental Health**
Certified Registered Nurse Practitioner (CRNP)	-	1.50
Licensed Mental Health Professional (MHP)	-	8.50
Licensed Practical Nurse (LPN)	-	5.00
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Psychiatrist	-	1.00
Registered Nurse (RN)	-	2.00
Bullock Outpatient - Total FTE's	**-**	**20.00**

Camden Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Fountain**)*		
Registered Nurse (RN)	0.40	-
Camden - Total FTE's	**0.40**	**-**

Childersburg Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **St. Clair**)*		
Administrative Assistant/Medical Records Clerk	1.00	-
Certified Registered Nurse Practitioner (CRNP)	1.00	-
Licensed Practical Nurse (LPN)	4.20	-
Registered Nurse (RN)	1.40	-
RN Nurse Manager	1.40	-
Childersburg - Total FTE's	**9.00**	**-**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Donaldson Correctional Facility	Medical	Mental Health
Activity Tech	-	11.00
Administrative Assistant	1.00	-
Assistant Director of Nursing (ADON)	-	1.00
Certified Registered Nurse Practitioner (CRNP)	2.00	1.50
Dental Assistant	1.50	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	6.00
Licensed Practical Nurse (LPN)	12.80	7.00
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	2.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	12.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	1.00
Psychologist (PhD)	-	2.00
Registered Nurse (RN)	7.00	4.20
Scheduler	1.00	-
Donaldson - Total FTE's	**35.30**	**48.70**

Donaldson Correctional Facility - Outpatient	Medical	Mental Health
Certified Registered Nurse Practitioner (CRNP)	-	1.00
Licensed Mental Health Professional (MHP)	-	6.00
Licensed Practical Nurse (LPN)	-	2.50
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Psychiatrist	-	0.50
Registered Nurse (RN)	-	1.00
Donaldson Outpatient - Total FTE's	**-**	**13.00**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Easterling Correctional Facility	**Medical**	**Mental Health**
Administrative Assistant	1.00	-
Certified Registered Nurse Practitioner (CRNP)	1.50	0.50
Dental Assistant	1.00	-
Dental Hygienist	0.50	-
Dentist	1.00	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	4.00
Licensed Practical Nurse (LPN)	12.80	1.50
Medical Director	1.00	-
Medical Records Clerk	1.50	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	8.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	7.00	0.50
Scheduler	1.00	-
Easterling - Total FTE's	**33.30**	**17.00**

Elba Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Kilby** 1st - **Easterling** 2nd)*		
Registered Nurse (RN)	0.50	-
Elba - Total FTE's	**0.50**	**-**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Fountain Correctional Facility	**Medical**	**Mental Health**
Administrative Assistant	1.00	-
Assistant Director of Nursing (ADON)	1.00	-
Certified Registered Nurse Practitioner (CRNP)	2.00	0.50
Dental Assistant	1.50	-
Dental Hygienist	1.00	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	3.00
Licensed Practical Nurse (LPN)	14.80	2.00
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	2.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	7.00	1.00
Scheduler	1.00	-
Fountain - Total FTE's	**38.80**	**11.00**

Fountain Annex	**Medical**	**Mental Health**
*(Home Facility - **Fountain**)*		
Registered Nurse (RN)	1.40	-
Fountain Annex - Total FTE's	**1.40**	**-**

Frank Lee Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Staton**)*		
Registered Nurse (RN)	1.00	-
Frank Lee - Total FTE's	**1.00**	**-**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Hamilton Aged and Infirmed	**Medical**	**Mental Health**
*(Home Facility - Dental - **Donaldson**)*		
Administrative Assistant/Scheduler	1.00	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	1.00
Licensed Practical Nurse (LPN)	10.20	0.50
Medical Director	1.00	-
Medical Records Clerk	1.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	1.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Psychiatrist	-	0.30
Registered Nurse (RN)	5.60	0.20
Hamilton Aged and Infirmed - Total FTE's	**22.80**	**5.00**

Hamilton Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Hamilton Aged and Infirmed**)*		
Certified Registered Nurse Practitioner (CRNP)	0.50	-
Registered Nurse (RN)	1.00	-
Hamilton - Total FTE's	**1.50**	**-**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Holman Correctional Facility	Medical	Mental Health
Administrative Assistant	0.50	0.50
Certified Registered Nurse Practitioner (CRNP)	1.00	1.00
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	1.00
Licensed Practical Nurse (LPN)	9.40	1.00
Medical Director	0.50	-
Medical Records Clerk	1.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	5.00
Pharmacy Inventory Manager - LPN	1.00	-
Psychiatrist	-	0.30
Psychologist (PhD)	-	1.00
Registered Nurse (RN)	5.00	0.50
Scheduler	1.00	-
Holman - Total FTE's	**21.40**	**12.30**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Kilby Correctional Facility	Medical	Mental Health
Administrative Assistant	2.00	-
Assistant Director of Nursing (ADON)	1.40	-
Certified Medical Records Specialist/Supervisor	1.00	-
Certified Nursing Assistant (or RMA)	5.60	-
Certified Registered Nurse Practitioner (CRNP)	3.00	3.00
Dental Assistant	1.50	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	11.00
Licensed Practical Nurse (LPN)	15.20	2.50
Medical Director	1.50	-
Medical Records Clerk	5.00	-
Medical Records Clerk - Depot	1.40	-
Medical Records Supervisor	1.00	-
Medical Records Supervisor - Depot	1.00	-
Mental Health Clerk	-	2.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	9.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	3.00	-
Psychiatrist	-	2.00
Psychologist (PhD)	-	1.00
Registered Medical Technologist (Central Testing Lab)	1.00	-
Registered Nurse (RN)	10.40	2.50
RN Intake Coordinator	1.00	-
Scheduler	1.00	-
Kilby - Total FTE's	**62.00**	**34.00**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Kilby Correctional Facility - CSU	Medical	Mental Health
Activity Tech	-	1.00
Certified Registered Nurse Practitioner (CRNP)	-	1.00
Licensed Mental Health Professional (MHP)	-	1.50
Licensed Practical Nurse (LPN)	-	4.20
Mental Health Clerk	-	1.00
Psychiatrist	-	0.50
Psychologist (PhD)	-	1.00
Registered Nurse (RN)	-	4.20
RTU/SU Coordinator	-	1.00
Kilby CSU - Total FTE's	**-**	**15.40**

Limestone Correctional Facility	Medical	Mental Health
Administrative Assistant	1.00	-
Assistant Director of Nursing (ADON)	1.00	-
Certified Registered Nurse Practitioner (CRNP)	2.50	1.50
Dental Assistant	2.00	-
Dental Hygienist	1.00	-
Dentist	2.00	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	9.00
Licensed Practical Nurse (LPN)	22.60	4.50
Medical Director	1.50	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	2.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	3.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	1.00
Registered Nurse (RN)	7.00	2.00
Scheduler	1.00	-
Limestone - Total FTE's	**48.60**	**24.00**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Loxley Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Fountain**)*		
Licensed Practical Nurse (LPN)	1.40	-
Registered Nurse (RN)	1.40	-
Loxley - Total FTE's	**2.80**	**-**

Mobile Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Fountain**)*		
Registered Nurse (RN)	0.50	-
Mobile - Total FTE's	**0.50**	**-**

Montgomery Women's Facility	**Medical**	**Mental Health**
*(Home Facility - **Tutwiler**)*		
Administrative Assistant/Scheduler	1.00	-
Certified Registered Nurse Practitioner (CRNP)	1.00	0.50
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	1.00
Licensed Practical Nurse (LPN)	5.80	0.80
Medical Director	0.50	-
Medical Records Clerk	1.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Registered Nurse (RN)	2.40	0.50
Montgomery Women's - Total FTE's	**13.70**	**4.80**

North Alabama Work Release and Work Center	**Medical**	**Mental Health**
*(Home Facility - **Limestone**)*		
Administrative Assistant/Medical Records Clerk	1.00	-
Certified Registered Nurse Practitioner (CRNP)	1.00	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Practical Nurse (LPN)	8.40	-
Registered Nurse (RN)	4.20	-
Scheduler	0.50	-
North Alabama - Total FTE's	**17.10**	**-**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Red Eagle Work Center	**Medical**	**Mental Health**
*(Home Facility - **Kilby**)*		
Licensed Practical Nurse (LPN)	1.40	-
Registered Nurse (RN)	1.00	-
Red Eagle - Total FTE's	**2.40**	**-**

St. Clair Correctional Facility	**Medical**	**Mental Health**
Administrative Assistant	1.00	-
Certified Registered Nurse Practitioner (CRNP)	2.00	1.00
Dental Assistant	1.00	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	4.50
Licensed Practical Nurse (LPN)	14.00	2.25
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	2.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	9.20	1.00
Scheduler	1.00	-
St. Clair - Total FTE's	**38.20**	**13.25**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Staton Correctional Facility	**Medical**	**Mental Health**
*(Includes **Elmore Correctional Facility**)*		
Administrative Assistant	2.00	-
Assistant Director of Nursing (ADON)	1.00	-
Assistant Health Services Administrator (HSA)	1.00	-
Certified Registered Nurse Practitioner (CRNP)	3.00	1.00
Dental Assistant	2.00	-
Dental Hygienist	1.00	-
Dentist	2.00	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	6.00
Licensed Practical Nurse (LPN)	17.60	3.00
Medical Director	2.00	-
Medical Records Clerk	4.00	-
Mental Health Clerk	-	2.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	3.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	2.00	-
Phlebotomist	2.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	13.00	1.00
Scheduler	1.50	-
Staton - Total FTE's	**57.10**	**17.50**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Tutwiler Prison for Women	**Medical**	**Mental Health**
*(Includes **Tutwiler Annex**)*		
Activity Tech	-	2.00
Administrative Assistant	1.00	-
Assistant Director of Nursing (ADON)	-	1.00
Certified Medical Records Specialist/Supervisor	1.00	-
Certified Nursing Assistant (or RMA)	2.00	-
Certified Registered Nurse Practitioner (CRNP)	3.00	0.25
Dental Assistant	1.50	-
Dental Hygienist	0.75	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	1.00
Licensed Practical Nurse (LPN)	19.20	4.20
Medical Director	1.00	-
Medical Records Clerk	3.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	0.75
Observer*	-	2.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Phlebotomist	1.00	-
Psychiatrist	-	1.00
Psychologist (PhD)	-	1.00
Registered Nurse (RN)	9.40	4.20
RN Intake Coordinator	1.00	-
Scheduler	1.00	-
Tutwiler - Total FTE's	**50.35**	**18.40**

Tutwiler Prison for Women - Outpatient	**Medical**	**Mental Health**
Certified Registered Nurse Practitioner (CRNP)	-	2.00
Licensed Mental Health Professional (MHP)	-	6.00
Licensed Practical Nurse (LPN)	-	3.00
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Psychiatrist	-	1.00
Registered Nurse (RN)	-	2.00
Tutwiler Outpatient - Total FTE's	**-**	**16.00**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Tutwiler Quarantine Intake Facility	Medical	Mental Health
Certified Nursing Assistant (or RMA)	1.40	-
Certified Registered Nurse Practitioner (CRNP)	0.20	-
Licensed Mental Health Professional (MHP)	-	1.25
Licensed Practical Nurse (LPN)	4.20	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	0.25
Psychiatrist	-	1.00
Psychologist (PhD)	-	0.25
Registered Nurse (RN)	2.80	1.00
Tutwiler Quarantine Intake Facility - Total FTE's	**8.60**	**4.75**

Ventress Correctional Facility	Medical	Mental Health
Administrative Assistant	1.00	-
Certified Registered Nurse Practitioner (CRNP)	2.00	0.50
Dental Assistant	1.50	-
Dental Hygienist	0.50	-
Dentist	1.50	-
Director of Nursing (DON)	1.00	-
Health Services Administrator (HSA)	1.00	-
Licensed Mental Health Professional (MHP)	-	3.50
Licensed Practical Nurse (LPN)	14.00	2.00
Medical Director	1.00	-
Medical Records Clerk	2.00	-
Mental Health Clerk	-	1.00
Mental Health Site Program Manager - Licensed	-	1.00
Observer*	-	3.00
Ombudsman/ADA Grievance - LPN	1.00	-
Pharmacy Inventory Manager - LPN	1.00	-
Psychiatrist	-	0.50
Registered Nurse (RN)	7.00	1.00
Scheduler	1.00	-
Ventress - Total FTE's	**35.50**	**12.50**

APPENDIX G
COMPREHENSIVE MEDICAL & MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS BY FACILITY

Traveling Inmate Work Center Teams	Medical	Mental Health
Team A - Southeast - Home Base Kilby		
Alex City, Elba, Frank Lee, Red Eagle		
Certified Registered Nurse Practitioner (CRNP)	1.00	-
Registered Nurse (RN)	1.00	-
Team A - Total FTE's	**2.00**	**-**

Team B - Southwest - Home Base Fountain		
Camden, Fountain Annex, Loxley, Mobile - Holman assignment as needed		
Certified Registered Nurse Practitioner (CRNP)	2.00	-
Registered Nurse (RN)	1.00	-
Team B - Total FTE's	**3.00**	**-**
TOTAL FTE's	**624.15**	**396.70**

*Recommended Facility Assignment

Appendix H

Proposed Minimum Salary Ranges

APPENDIX H
PROPOSED MINIMUM SALARY RANGES

CLASS	POSITION TITLE	LOW	HIGH
Mental Health	Activity Tech	$ 18.60	$ 22.88
Medical	Administrative Assistant	$ 16.09	$ 19.86
Mental Health	Administrative Assistant	$ 16.09	$ 19.86
Medical	Administrative Assistant/Medical Records Clerk	$ 13.83	$ 16.84
Medical	Administrative Assistant/Scheduler	$ 13.83	$ 16.84
Mental Health	Administrative Coordinator	$ 18.86	$ 22.88
Mental Health	Assistant Director of Nursing (ADON)	$ 37.21	$ 45.50
Medical	Assistant Director of Nursing (ADON)	$ 37.21	$ 45.50
Medical	Assistant Health Services Administrator (HSA)	$ 37.21	$ 45.50
Medical	Assistant Physician Director	$ 120.17	$ 147.07
Mental Health	Assistant Program Director	$ 45.00	$ 55.06
Mental Health	Assistant Psychiatrist Director (Collaborator)	$ 171.45	$ 209.67
Medical	Certified Medical Records Specialist/Supervisor	$ 20.61	$ 25.39
Medical	Certified Nursing Assistant (or RMA)	$ 14.83	$ 18.10
Medical	Certified Registered Nurse Practitioner (CRNP)	$ 49.53	$ 60.59
Mental Health	Certified Registered Nurse Practitioner (CRNP)	$ 53.55	$ 65.36
Mental Health	Clinical Director/Education Training	$ 60.08	$ 73.41
Medical	Consulting Pharmacist	$ 68.13	$ 83.21
Mental Health	CQI Assistant	$ 22.37	$ 27.40
Mental Health	CQI Manager	$ 40.73	$ 50.03
Medical	Data/Reporting Specialist	$ 20.61	$ 25.14
Mental Health	Data/Reports Manager	$ 26.40	$ 32.43
Medical	Dental Assistant	$ 15.59	$ 19.11
Medical	Dental Director	$ 68.13	$ 83.21
Medical	Dental Hygienist	$ 29.41	$ 35.95
Medical	Dentist	$ 78.19	$ 95.53
Medical	Director of CQI	$ 69.39	$ 84.72
Medical	Director of Nursing (DON)	$ 38.72	$ 47.26
Medical	Health Services Administrator (HSA)	$ 42.74	$ 52.29
Medical	Infectious Disease Nurse (assistant to IDS)	$ 24.89	$ 30.67
Medical	Infectious Disease Specialist MD (IDS)	$ 130.73	$ 159.89
Medical	IT Development Telehealth Manager	$ 32.93	$ 40.22
Mental Health	Licensed Mental Health Professional (MHP)	$ 28.16	$ 34.44
Medical	Licensed Practical Nurse (LPN)	$ 22.88	$ 28.16
Mental Health	Licensed Practical Nurse (LPN)	$ 22.88	$ 28.16
Medical	Licensed Social Worker - Medical Furlough Case Coordinator	$ 36.70	$ 44.75
Medical	Medical Director	$ 113.13	$ 138.27
Medical	Medical Records Clerk	$ 13.58	$ 16.59
Medical	Medical Records Supervisor	$ 18.60	$ 22.88
Mental Health	Mental Health Clerk	$ 14.08	$ 17.35
Mental Health	Mental Health Involuntary Medication Coordinator	$ 37.21	$ 45.50
Mental Health	Mental Health Site Program Manager - Licensed	$ 34.44	$ 41.98
Mental Health	Observer	$ 13.32	$ 16.34
Medical	Ombudsman/ADA Grievance - LPN	$ 23.38	$ 28.66
Medical	Pharmacy Inventory Manager - LPN	$ 24.89	$ 30.67
Medical	Phlebotomist	$ 15.34	$ 18.86
Medical	Physician Director	$ 144.30	$ 176.23
Medical	Program Administrator	$ 52.79	$ 64.61
Medical	Program Director	$ 72.40	$ 88.49
Mental Health	Program Director	$ 72.40	$ 88.49
Mental Health	Psychiatrist	$ 157.63	$ 192.57
Mental Health	Psychiatrist Director (MD)	$ 191.06	$ 233.80
Mental Health	Psychologist (PhD)	$ 51.29	$ 62.60

APPENDIX H
PROPOSED MINIMUM SALARY RANGES

CLASS	POSITION TITLE	LOW	HIGH
Medical	Receptionist	$ 15.08	$ 18.35
Mental Health	Regional Psychologist	$ 70.39	$ 85.98
Medical	Registered Medical Technologist (Central Testing Lab)	$ 30.67	$ 37.46
Medical	Registered Nurse (RN)	$ 32.93	$ 40.22
Mental Health	Registered Nurse (RN)	$ 32.93	$ 40.22
Medical	RN CQI Manager	$ 48.27	$ 59.08
Medical	RN Infection Control Manager	$ 46.26	$ 56.57
Medical	RN Intake Coordinator	$ 34.44	$ 42.24
Medical	RN Nurse Manager	$ 34.44	$ 42.24
Medical	RN Regional Education Training Coordinator	$ 45.50	$ 55.81
Medical	RN Utilization Management Specialist	$ 44.00	$ 53.80
Mental Health	RTU/SU Coordinator	$ 30.17	$ 36.70
Medical	Scheduler	$ 14.83	$ 18.10
Medical	Statewide Director of Nursing	$ 47.01	$ 57.32
Medical	Statewide Director of Operations	$ 85.73	$ 104.58
Mental Health	Telehealth Coordinator	$ 19.11	$ 23.13

ALABAMA DIFFERENTIALS - STATEWIDE

	RN	LPN	CNA	MHP	OBSERVER
Evening	$ 1.50	$ 1.50	$ 0.75	$ -	$ 2.00
Night	$ 2.00	$ 2.00	$ 1.00	$ -	$ 2.00
WE Day	$ 1.00	$ 1.00	$ 1.00	$ 10.00	$ -
WE Evening	$ 2.50	$ 2.50	$ 1.75	$ 10.00	$ 2.00
WE Night	$ 3.00	$ 3.00	$ 2.00	$ 10.00	$ 2.00

Appendix I

SEIB Reporting Requirements

APPENDIX I
SEIB REPORTING REQUIREMENTS

Client Data Suppliers Requirements

The data will be submitted to Merative on a monthly basis. Monthly files should be submitted on or before the 5th business day of the month following the close of each month.

Merative supports a number of file submission options including FTP, Web Submission, as well as physical media. Merative prefers the data supplier upload the files to Merative's secure FTP server.

Merative will need the Recipient ID instead of the Employee SSN. This ID is specific to AL SEIB/DOC - they provide it to their vendors in their eligibility file and the vendor will need to associate it with the claim record.

Merative's the Data Management assumptions:

- Data supplier will provide the Employee SSN (Recipient ID as noted above), member's gender and member's date of birth, which will allow us to link all data types (e.g. eligibility, medical claims, pharmacy claims, vision claims, dental claims, etc.)
- Data files will be comprehensive. Meaning, no missing data, data element, or gaps in data.
- Ongoing files will meet the quality standards defined during the implementation and the data supplier will notify Merative / receive approval before making any changes to the file layout, contents or data dictionary.
- Data files will be useable and of production quality. Meaning, there will be no data quality issues, data will reconcile to control totals, data will be able to be loaded to the database solution.
- The Data Suppliers will be responsible for conducting all data integrity reviews on the data extracts provided to Merative for both implementation and ongoing operations.
- Data Suppliers will provide all necessary supporting file documentation (e.g. specs, control totals, data dictionaries, reconciliation reports, etc.)
- Data Suppliers will make Subject Matter Experts (SME) available throughout implementation to assist with data collection, validation, and reconciliation. Vendor SMEs will respond quickly to all inquiries.
- Data Suppliers to provide, all necessary AL SEIB/DOC data, data layouts, and data dictionaries in a timely manner (based on the agreed upon schedules) and in the formats, layouts and specifications specified by Merative.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Data Suppliers are responsible for:

- ensuring that all data provided is without restrictions on its use.
- ensuring that production data match the test data in format, layout, and content.
- ensuring that all data are submitted in a single record format per data source
- if applicable, providing all historical data in the same format as current data unless otherwise identified
- updating valid values and maps in a timely manner; Merative prefers fixed-record length, ASCII files.

Character fields should include only A - Z (lower or upper case), 0 - 9, and spaces. The character fields should be left-justified and right space-filled. Unrecorded or missing values in characters fields should be left blank.

The format of all dates should be MM/DD/YYYY.

All numeric fields should be right-justified and left zero-filled. Unrecorded or missing values in numeric fields should be set to zero.

All financial fields should be right-justified and left-zero-filled. Merative prefers to receive both dollars and cents with an implied decimal point before the last two digits in the data. For example: 1234567 in the data file would represent $12,345.67. Please do not include an actual decimal point in the data. Negative signs should be the leading value in the first position. For example, -1234567 in the data file would represent -$12,345.67. Unrecorded or missing values in financial fields should be 000 to accommodate the 2-digit implied decimal.

Please note that the following characters should not be included in the data or the descriptions in the data dictionary. * ! ? % _(underscore) , (comma)

For financial information, we'd like to ensure we have each of the claim components that will support the following details:

- Charge Covered = Charge Submitted - Not Covered Amount
- Discount Amount = Allowed Amount - Coinsurance - Copayment - Spend Down Amount - Deductible - Penalty/Sanction Amount - Third Party
- Medicare Amount = Net Payment

For provider information, we'd like to ensure that we have the National Provider Identifier (NPI) that delivered the service and the associated provider type (e.g. Colon & Rectal Surgery, Emergency Medicine, Hematology, etc.) for both facilities where the service was given and the provider delivering the service.

AL SEIB/DOC Medical Claims Functional Specification
As of September 2022

Description / General Information	
This interface is designed to produce a medical claims file for plan participants administered through the State of Alabama.	
File / Data Formatting and Submission	
Data Submission	• [To be determined] Merative supports a number of file submission options including: FTP, Web Submission, as well as physical media. • The data will be submitted to Merative on a monthly basis. Monthly files should be submitted on or before the 5th of the month following the close of each month.
File Format	• Fixed record length, ASCII file. • Contains detail (data) layout and trailer layout for each layout group.
Character Fields	• Includes A - Z (lower or upper case), 0 – 9, and spaces • Left justified, right blank/space filled • Unrecorded or missing values in character fields are blank/spaces
Date Fields	• Format of all dates should be MM/DD/CCYY
Numeric Fields	• All numeric fields should be right-justified and left zero-filled • Unrecorded or missing values in numeric fields should be set to zero
Financial Fields	• All financial fields should be right-justified and left zero-filled • Merative prefers to receive both dollars and cents, with an implied decimal • point before the last two digits in the data. For example: "1234567" would represent $12,345.67 • Please do not include an actual decimal point in the data. • Negative signs should be the leading value in the first position. For example: "-1234567" would represent -$12,345.67 • Unrecorded or missing values in numeric fields should be zero (000 to accommodate the 2-digit implied decimal)
Invalid Characters	Please note that the following characters should not be included in the data or the descriptions in the data dictionary. * ! ? % _ (underscore) , (comma)

APPENDIX I
SEIB REPORTING REQUIREMENTS

Definitions

- Fully denied claims should be removed from the extract of claims prior to submission, while partially denied claims should be included. Merative defines denied claims as follows:
  - Fully denied claim: The entire claim has been denied (typical reasons include an ineligible member, an ineligible provider, or a duplicate claims).
  - Partially denied claim: The claim contains one or more service lines that are denied, but some that are paid. All service lines should be included on the file.
- Fee-for-service claims: Claims records for services that result in direct payment to providers on a service-specific basis.
- Encounter records: Utilization records for services provided under capitation arrangements (i.e., plans in which a provider is paid based on the number of enrollees rather than the services rendered.) These records enable documentation of all services provided regardless of whether or not direct payment was made to the provider.
- Facility Data: Facility data includes all services rendered by an inpatient or outpatient facility. The basis for the requirements of facility data is the information found on the standard UB-04 claim form.
- Professional Data: Professional data includes all services rendered by a physician or other professional provider, including dental, vision and hearing. The basis for the requirements of professional data is the information found on the standard CMS-1500 claim form.
- Fee-for-Service Equivalents: Financial amounts for services rendered under a capitated arrangement found within encounter records.

Discussion Items

- If both fee-for-service claims and encounter records are included on the data file, Merative will rely on the data supplier to explain how to differentiate them, preferably using the field Capitated Service Indicator.
- If encounter records contain fee-for-service equivalents, it is essential for Merative to understand which fields contain these amounts.
- Financial fields should be populated at the service line level, not at the claim level.
- Merative will need to understand the circumstances under which claims are not paid on a line-item basis. For example, situations where claims are paid on a per diem basis or paid based on a DRG. It is our preference that the supplier apply a factor so that the financials are spread across lines of the claim based on the service(s) rendered.

Claim is paid based on the DRG and Net Payment for the entire claim is $3,632.00; financials are applied across lines

CLAIM LEVEL INFORMATION				SERVICE LEVEL DETAIL				
Claim Id	Provider Id	DRG	Provider Type	Line Number	Revenue Code	Service Count	Allowed Amount	Net Payment
11111	121212121	177	25	1	120	2	$ 2,500.00	$ 2,000.00
11111	121212121	177	25	2	250	1	$ 115.00	$ 100.00
11111	121212121	177	25	3	720	10	$ 1,800.00	$ 1,532.00

- If the managed care program includes a risk-sharing arrangement with providers such that a portion of the approved payment amount is withheld from the provider payment and placed in a risk-sharing pool for later distribution, then the withhold amount should be recorded as a separate field and also included in the Charge Submitted, Allowed Amount and Net Payment fields.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Discussion Topics – Provider

- Merative requires unique provider identifiers and associated names. Merative would like both the identifier and the name to be specific to each provider rather than group level information. Tax ID is preferred for the identifier.
- If providers within group practices use a single Tax ID, Merative would prefer an additional qualifier that would make each identifier and name unique.
- If only the group name is available with the associated Tax ID and a qualifier is not available, Merative prefers another identifier for professional claims and the Tax ID for the facility claims. NPI is preferred for the alternative identifier. In this case, the Tax ID is still requested in addition to the NPI or alternative identifier.

Provider Example 1
When providers in group practices use the same Tax ID, a qualifier is needed to ensure unique provider names.

Claim ID	Tax ID	Qualifier	Provider Name	Provider Type	Svc Count	Net Payment
11111	121212121	2222	Dr. Brown	25	2	$ 2,000.00
22222	121212121	3333	Dr. Smith	35	1	$ 100.00

Provider Example 2
The following is an example of what is NOT desired.

Claim ID	Tax ID	Provider Name	Provider Type	Svc Count	Net Payment
11111	121212121	Dr. Brown	25	2	$ 2,000.00
22222	121212121	Dr. Smith	35	1	$ 100.00
33333	232323232	XYZ	25	1	$ 125.00
22222	232323232	XYZ	35	1	$ 110.00

Provider Example 3
When only the group's name is available with Tax ID, NPI is requested in addition to Tax ID.

Professional Claim

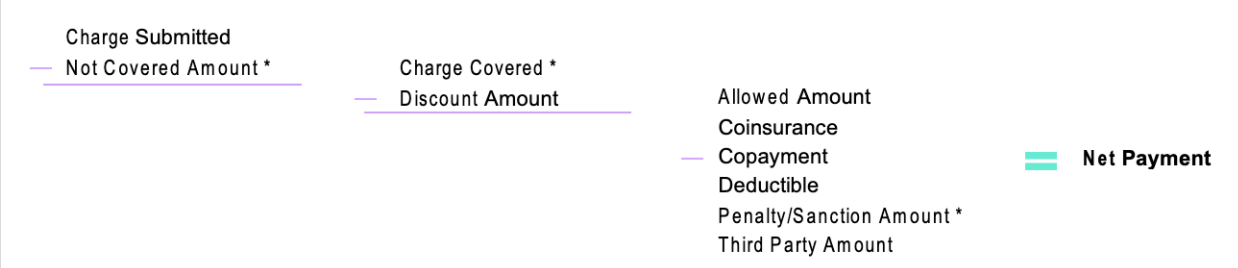
Claim ID	Tax ID	Group Name	NPI	Provider Type	Svc Count	Net Payment
11111	121212121	XYZ Pediatrics	2222222222	25	2	$ 2,000.00
22222	121212121	XYZ Pediatrics	3333333333	35	1	$ 100.00

Facility Claim

Claim ID	Tax ID	NPI	Provider Type	Provider Type	Rev Code	Net Payment
33333	343434343	2222222222	University Hospital	1	110	$ 2,000.00
44444	454545454	3333333333	Univ Children's Hospital	1	120	$ 100.00

Financial Relationships

Merative defines the relationship among financial fields as follows. Those fields marked with an asterisk are desirable, but not required for the data extract.



APPENDIX I
SEIB REPORTING REQUIREMENTS

Corrections to Paid Claims

Data Suppliers generally use either Void/Replacement or Adjustment records to make corrections to paid claims. Merative defines these as follows:

VOID/REPLACEMENT

A **void** is a claim that reverses or backs out a previously paid one. All financials and quantities are negated on the void record. A replacement record that contains the corrected information generally follows it. The original, void and replacement need not appear in the same file.

After adjudication, a paid claim with a $25 Copay and $50 Net Pay, a correction was necessary. The correction contains a $10 Copay and $65 Net Pay.

Record Type	Svc Count	Charge Submitted	Copay	Deductible	Net Payment
Original	1	$ 75.00	$ 25.00	$ -	$ 50.00
Void	-1	$ (75.00)	$ (25.00)	$ -	$ (50.00)
Replacement	1	$ 75.00	$ 10.00	$ -	$ 65.00

ADJUSTMENT

A financial **adjustment** is a claim line where one or more of the financial fields display the difference between the original amount and the final amount. Any financial not being adjusted should be zero. All quantities should be zero on the adjustment as well. The original and adjustment need not appear in the same file.

After a claim was adjudicated with a $25 Copay and $50 Net Pay, it was discovered that there should have been a $10 Copay and $65 Net Pay.

Record Type	Svc Count	Charge Submitted	Copay	Deductible	Net Payment
Original	1	$ 75.00	$ 25.00	$ -	$ 50.00
Adjustment	0	$ -	$ (15.00)	$ -	$ 15.00

Facility Record Content

- The standard UB-04 claim form contains both information that pertains to the entire claim and single service/procedure within the claim.
- Each record in the data file should represent one service (detail) line.
- All financials and quantities on each record should pertain to that service line only (as opposed to the entire claim).
- The repeating of non-quantitative claim-level information (e.g., Claim ID, Provider ID, Provider Type, etc.) on each record is necessary.

One facility claim with three service lines

CLAIM LEVEL INFORMATION			SERVICE LEVEL DETAIL			
Claim Id	Provider Id	Provider Type	Line Number	Revenue Code	Service Count	Net Payment
33333	343434343	1	1	120	2	$ 2,000.00
33333	343434343	1	2	250	1	$ 100.00
33333	343434343	1	3	720	10	$ 1,532.00

Professional Record Content

Merative does not store separate header/claim-level and detail/service-level information for professional claims. Merative requires the following:

- Each record in the data file should represent one service (detail) line.
- All financials and quantities on each record should pertain to that service only (as opposed to the entire claim).
- The repeating of non-quantitative claim-level information (e.g., Claim ID, Provider ID, Provider Type, etc.) on each record is necessary.

One professional claim with two service lines

CLAIM LEVEL INFORMATION			SERVICE LEVEL DETAIL			
Claim Id	Provider Id	Provider Type	Line Number	Procedure	Service Count	Net Payment
13331	621262121	51	1	99201	1	$ 100.00
13331	621262121	51	2	99175	1	$ 150.00

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
1	Adjustment Type Code	1	1	1	Character	Client-specific code for the claim adjustment type	Yes	Yes	Adjustment Type values will be identified in the Data Dictionary.
2	Allowed Amount	2	11	10	Numeric	The maximum amount allowed by the plan for payment.	Yes		Format 9(8)v99 (2 – digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
3	Bill Type Code UB	12	15	4	Character	The UB-04 standard code for the billing type, indicating type of facility, bill classification, and frequency of bill.	Yes	See Notes	Bill Type values will be identified in the Data Dictionary only if standard codes are not used.
4	Capitated Service Indicator	16	16	1	Character	An indicator that this service (encounter record) was capitated	Yes		Applicable field values are "Y" for Capitated services and "N" for non-cap services.
5	Charge Submitted	17	26	10	Numeric	The submitted or billed charge amount	Yes		Format 9(8)v99 (2 – digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
6	Claim ID	27	41	15	Character	The client-specific identifier of the claim.	Yes		
7	Claim Type Code	42	43	2	Character	Client-specific code for the type of claim	Yes	Yes	Claim Type Codes will be identified in the Data Dictionary.
8	Coinsurance	44	53	10	Numeric	The coinsurance paid by the subscriber as specified in the plan provision.	Yes		Format 9(8)v99 (2 – digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
9	Copayment	54	63	10	Numeric	The copayment paid by the subscriber as specified by the plan provision.	Yes		
10	Date of Birth	64	73	10	Date	Birth date of the person			MM/DD/CCYY format The member's birth date is part of the Person ID key and is, therefore, critical to tagging claims to eligibility. The four-digit year is required for date of birth. The century cannot be accurately assigned based on a two-digit year.
11	Date of First Service	74	83	10	Date	The date of the first service reported on the claim or authorization record.	Yes		MM/DD/CCYY Format
12	Date of Last Service	84	93	10	Date	The date of the last service reported on the claim or authorization record.	Yes		MM/DD/CCYY Format
13	Date of Service Facility Detail	94	103	10	Date	The date of service for the facility detail record.	Yes		MM/DD/CCYY Format
14	Date Paid	104	113	10	Date	The date the claim or data record was paid.	Yes		MM/DD/CCYY format This is the check date.
15	Days	114	119	6	Numeric	The number of inpatient days for the facility claim.	Yes		
16	Deductible	120	129	10	Numeric	The amount paid by the subscriber through the deductible arrangement of the plan.	Yes		Format 9(8)v99 (2 – digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
17	Diagnosis Code Principal	130	137	8	Character	The first or principal diagnosis code for a service, claim or lab result. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
18	Diagnosis Code 2	138	145	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
19	Diagnosis Code 3	146	153	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
20	Diagnosis Code 4	154	161	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
21	Diagnosis Code 5	162	169	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
22	Diagnosis Code 6	170	177	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
23	Diagnosis Code 7	178	185	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
24	Diagnosis Code 8	186	193	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
25	Diagnosis Code 9	194	201	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
26	Diagnosis Code 10	202	209	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
27	Diagnosis Code 11	210	217	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
28	Diagnosis Code 12	218	225	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
29	Diagnosis Code 13	226	233	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
30	Diagnosis Code 14	234	241	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
31	Diagnosis Code 15	242	249	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
32	Diagnosis Code 16	250	257	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
33	Diagnosis Code 17	258	265	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
34	Diagnosis Code 18	266	273	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
35	Diagnosis Code 19	274	281	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
36	Diagnosis Code 20	282	289	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
37	Diagnosis Code 21	290	297	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
38	Diagnosis Code 22	298	305	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
39	Diagnosis Code 23	306	313	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
40	Diagnosis Code 24	314	321	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
41	Diagnosis Code 25	322	329	8	Character	A secondary diagnosis code for the claim. Length expanded from 5 to 8 for future use.	Yes		No decimal point.
42	Discharge Status Code UB	330	331	2	Numeric	The UB-04 standard patient status code, indicating disposition at the time of billing.	Yes		
43	Discount	332	341	10	Numeric	The discount amount of the claim, applied to charges for any plan pricing reductions.	Yes		Format 9(8)v99 (2 – digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
44	Family ID/Employee SSN	342	350	9	Character	The unique identifier (Social Security Number) for the subscriber (contract holder, employee) and their associated dependents.	Yes		The subscriber's social security number is part of the Person ID key and is, therefore, critical to tagging claims to eligibility.
45	Gender	351	351	1	Character	Gender of the person.	Yes		M or F The member's gender is part of the Person ID key and is, therefore, critical to tagging claims to eligibility
46	Line Number	352	353	2	Numeric	The detail line number for the service on the claim	Yes		
47	Net Payment	354	363	10	Numeric	The actual check amount for the record	Yes		Format 9(8)v99 (2 - digit, implied decimal)
48	Network Paid Indicator	364	364	1	Character	An indicator of whether the claim was paid at in-network or out-of-network level	Yes		On facility records, this field must be at the service/detail level as opposed to the header/claim level.
49	Network Provider Indicator	365	365	1	Character	Indicates if the servicing provider participates in the network to which the patient belongs	Yes		Y or "N"
50	Ordering Provider ID	366	378	13	Character	The ID number of the provider who referred the patient or ordered the test or procedure.	Yes		
51	Ordering Provider Name	379	408	30	Character	The Name of the provider who referred the patient or ordered the test or procedure.	Yes		
52	Ordering Provider Zip Code	409	413	5	Character	The zip code of the provider who referred the patient or ordered the test or procedure.	Yes		
53	PCP Responsibility Indicator	414	414	1	Character	An indicator signifying that the PCP is the physician considered responsible or accountable for this claim.	Yes		
54	Place of Service Code	415	416	2	Character	Client-specific code for the place of service.	Yes	See Notes	Merative prefers the CMS place of service values. Place of Service values will be identified in the Data Dictionary only if non-standard values are used.
55	Procedure Code	417	423	7	Character	The procedure code for the service record. Length expanded from 5 to 7 for future use.	Yes		CPT/HCPCS codes.
56	Procedure Code UB Surg 1	424	430	7	Character	The primary surgical procedure code (1) on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
57	Procedure Code UB Surg 2	431	437	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
58	Procedure Code UB Surg 3	438	444	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
59	Procedure Code UB Surg 4	445	451	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
60	Procedure Code UB Surg 5	452	458	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
61	Procedure Code UB Surg 6	459	465	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
62	Procedure Code UB Surg 7	466	472	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
63	Procedure Code UB Surg 8	473	479	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
64	Procedure Code UB Surg 9	480	486	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
65	Procedure Code UB Surg 10	487	493	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
66	Procedure Code UB Surg 11	494	500	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
67	Procedure Code UB Surg 12	501	507	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
68	Procedure Code UB Surg 13	508	514	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
69	Procedure Code UB Surg 14	515	521	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
70	Procedure Code UB Surg 15	522	528	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
71	Procedure Code UB Surg 16	529	535	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
72	Procedure Code UB Surg 17	536	542	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
73	Procedure Code UB Surg 18	543	549	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
74	Procedure Code UB Surg 19	550	556	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
75	Procedure Code UB Surg 20	557	563	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
76	Procedure Code UB Surg 21	564	570	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
77	Procedure Code UB Surg 22	571	577	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
78	Procedure Code UB Surg 23	578	584	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
79	Procedure Code UB Surg 24	585	591	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.
80	Procedure Code UB Surg 25	592	598	7	Character	The secondary surgical procedure code on the facility claim. Length expanded from 5 to 7 for future use.	Yes		ICD-10 Surgical procedure codes.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
81	Procedure Modifier Code 1	599	600	2	Character	The 2-character code of the first procedure code modifier on the professional claim	Yes		
82	Provider ID	601	613	13	Character	The unique identifier for the provider of service.	Yes		This must be the federal tax ID in order to use the standard hospital identifier lookup (Standard Facility).
83	TIN	614	622	9	Character	The federal tax ID of the provider.			Only needed if Provider ID is not the federal tax ID.
84	Provider Qualifier	623	632	10	Character	A qualifier to make Provider ID unique.			Only required if Provider ID is not unique.
85	Provider Type Code Claim	633	635	3	Character	Client-specific code for the provider type on the claim record	Yes	Yes	Provider Type codes are further defined in the Data Dictionary
86	Provider Taxonomy Code	636	645	10	Character	The Healthcare Provider Taxonomy code specific to the professional servicing provider associated with the claim. (Note: This is not a standard field in Advantage Suite. Merative asks for this field to aid in the mapping of Provider Type Code Code Claim to Merative'sstandard values.)			The National Uniform Claim Committee standard taxonomy code for the provider.
87	Provider Zip Code	646	650	5	Character	The 5-digit zip code corresponding to the Provider ID	Yes		Provider Location zip code
88	Revenue Code UB	651	654	4	Character	The CMS standard revenue code from the facility claim	Yes		This field must be at the service/detail level.
89	Third Party Amount	655	664	10	Numeric	The amount saved due to integration of third party liability (Coordination of Benefits) by all third party payers (including Medicare).	Yes		Format 9(8)v99 (2 - digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
90	Units of Service	665	668	4	Numeric	Client-specific quantity of services or units	Yes		
91	Provider Name	669	698	30	Character	The description or name corresponding to the Provider ID.	Yes		The Provider Name should be specific to the provider and not a group name.
92	Funding Type Code	699	699	1	Character	Specifies whether the claim was paid under a fully or self-funded arrangement	Yes		"S" = Self-funded "F" = Fully-funded
93	Account Structure	700	707	8	Character	Client-specific code for the account structure of the plan that the member is enrolled in. This is usually a group number.	TBD	Yes	Additional fields may be added to the layout if there is more than one component of the account structure.
94	Provider NPI Number	708	717	10	Character	The National Provider ID number for the provider.	Yes		
95	Provider Address 1	718	767	50	Character	The current street address1 of the provider of service.	Yes		If the provider has multiple addresses, the primary address is preferred.
96	Provider Address 2	768	817	50	Character	The current street address2 of the provider of service.	Yes		If the provider has multiple addresses, the primary address is preferred.
97	HRA Amount	818	827	10	Numeric	The amount paid from the HRA as a result of this claim.	Yes		Format 9(8)v99 (2 - digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.
98	HSA Amount	828	837	10	Numeric	The amount paid from the HSA as a result of this claim.	Yes		Format 9(8)v99 (2 - digit, implied decimal) On facility records, this field must be at the service/detail level as opposed to the header/claim level.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data DictionarYes Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
99	Present on Admission Principal	838	838	1	Character	The principal POA code for the facility claim. Indicates whether the principal diagnosis was present on admission. Standard Values: 1 – Unreported/Not Used N – No, not present at admission U – Unknown W – Clinically Undetermined Y – Yes, present at admission	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
100	Present on Admission 02	839	839	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
101	Present on Admission 03	840	840	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
102	Present on Admission 04	841	841	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
103	Present on Admission 05	842	842	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
104	Present on Admission 06	843	843	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
105	Present on Admission 07	844	844	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
106	Present on Admission 08	845	845	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
107	Present on Admission 09	846	846	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
108	Present on Admission 10	847	847	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
109	Present on Admission 11	848	848	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
110	Present on Admission 12	849	849	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
111	Present on Admission 13	850	850	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
112	Present on Admission 14	851	851	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
113	Present on Admission 15	852	852	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
114	Present on Admission 16	853	853	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
115	Present on Admission 17	854	854	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
116	Present on Admission 18	855	855	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
117	Present on Admission 19	856	856	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
118	Present on Admission 20	857	857	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
119	Present on Admission 21	858	858	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
120	Present on Admission 22	859	859	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
121	Present on Admission 23	860	860	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
122	Present on Admission 24	861	861	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
123	Present on Admission 25	862	862	1	Character	A secondary POA code for the facility claim. Indicates whether the secondary diagnosis was present on admission. Standard Values listed in principal field.	Yes	See Notes	If standard values are not used, define in the Data Dictionary.
124	DRG MS Payment Code	863	865	3	Numeric	The Diagnosis Related Group (MS-DRG) code under which the claim was paid.	Yes		
125	ICD Version	866	866	1	Character	The ICD version or qualifier code that identifies either ICD-9 (9) or ICD-10 (0) diagnosis and procedure codes on the facility claim.	Yes	See Notes	If 0 and 9 not used, values defined in the Data Dictionary.
126	Tax Amount	867	876	10	Numeric	The amount charged by some states per medical claim.	Yes		Format 9(8)v99 (2 – digit, implied decimal)

APPENDIX I
SEIB REPORTING REQUIREMENTS

Medical Claims Functional Specifications for File Layout

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Standard Advantage Field	Data Dictionary Needed	Data Supplier Instructions/Notes
Fixed-Record Length									
127	Tax Type Code	877	877	1	Character	Data Supplier specific code identifying the state and/or type of tax.		Yes	Tax Type Codes will be identified in the Data Dictionary.
128	NDC Number Code	878	888	11	Character	The FDA (Food and Drug Administration) registered number for the drug. Please include for any drugs dispensed in the medical setting if available.	Yes		Please leave out the dashes.
129	Filler	889	999	111	Character	Reserved for future use			Fill with blanks
130	Record Type	1000	1000	1	Character	Record type identifier			Hard Code to "D"

Field Number	Field Name	Start	End	Length	Type	Data Element Description	Data Supplier Instructions/Notes
Fixed-Record Length							
1	Data Start Date	1	10	10	Date	Data Start Date	MM/DD/CCYY format – i.e. 09/01/2014 This will represent the 1st day of the month for which data is provided.
2	Data End Date	11	20	10	Date	Data End Date	MM/DD/CCYY format – i.e. 09/30/2014 This will represent the last day of the month for which data is provided.
3	Record Count	21	30	10	Numeric	Number of Records on File	The count of records provided in the data including the Trailer Record.
4	Total Net Payments	31	44	14	Numeric	Total net payments on the file	The sum of net payments provided in the file
5	Filler	45	999	955	Character	Reserved for future use	Fill with Blanks
6	Record Type	1000	1000	1	Character	Record Type Identifier	Hard Code 'T'

Appendix J

Braggs Phase 2A Omnibus Remedial Order

ADOC RFP 2022-04

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

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

PHASE 2A OMNIBUS REMEDIAL ORDER

In accordance with the three remedial opinions entered today, it is the ORDER, JUDGMENT, and DECREE of the court that defendants Jefferson S. Dunn and Deborah Crook, in their official capacities, are ENJOINED and RESTRAINED from failing to do the following:

1. Definitions

1.1. "ADOC" refers to the Alabama Department of Corrections. While the court refers to the ADOC often in this order, its order is directed to the

defendants; thus, when the court says that "ADOC" shall take a certain action, it means that the defendants must ensure that it takes that action.

1.2. "ADOC major facility" refers to one or more of the major adult correctional facilities operated by or on behalf of ADOC, excluding any community-based facilities and community work centers. ADOC major facilities presently include Bibb County Correctional Facility, Bullock Correctional Facility, Donaldson Correctional Facility, Draper Correctional Facility, Easterling Correctional Facility, Elmore Correctional Facility, Fountain Correctional Facility, Hamilton Aged and Infirmed Center, Holman Correctional Facility, Kilby Correctional Facility, Limestone Correctional Facility, St. Clair Correctional Facility, Staton Correctional Facility, Tutwiler Prison for Women, and Ventress Correctional Facility.

1.3. "Effective date" refers to 42 days after the entry of this omnibus remedial order.

2. Staffing

2.1. Correctional Staffing

2.1.1. In accordance with the court's previous order (Doc. 1657) directing it to comply with the recommendations of Margaret and Merle Savage (Doc. 1813-1), ADOC must create an agency staffing unit that will "write policy, enforce the staffing decisions mandated by the court's order, and take steps so that another staffing analysis can be conducted for every facility," Doc. 1813-1 at 100.

2.1.2. ADOC must work with the Savages to update its staffing analysis.

2.1.3. Within 21 days of the effective date, the defendants are to submit to the court a proposal for specific dates by which each of the above two provisions can be accomplished.

2.1.4. By July 1, 2025, ADOC must fill all mandatory and essential posts at the level indicated in the most recent staffing analysis at that time.

2.1.5. By May 2, 2022, the defendants must develop in collaboration with the Savages, and submit to the court, realistic benchmarks for the level of correctional staffing ADOC will attain by December 31 of 2022, 2023, and 2024. These benchmarks must prioritize filling mandatory posts and staffing the mental-health hubs and intake facilities, and must put ADOC on track to fill all mandatory and essential posts by July 1, 2025.

2.1.6. ADOC must submit correctional staffing reports to the court and the EMT on at least a quarterly basis. It may work with the EMT to develop the format of these reports. However, until ADOC and the EMT have finalized a new report format or else concluded that the existing report format is adequate, ADOC shall continue to provide mental-health staffing reports according to the format currently in place.

2.1.7. Ameliorating the Effects of Understaffing

2.1.7.1. ADOC must check SU, suicide watch, and RHU cells for suicide resistance whenever such cells receive new occupants.

2.1.7.2. ADOC must conduct a thorough check of all SU, suicide watch, and RHU cells at least once per quarter to verify that they satisfy every element of the Hayes checklist (Doc. 3206-5). These checks must be documented.

2.1.7.3. By May 2, 2022, the parties must submit proposals that will allow ADOC's RHUs--with the exception of the RHU at Tutwiler--to function safely with the correctional staff that ADOC currently employs. These proposals must address the following:

2.1.7.3.1. How ADOC shall address the serious risk of harm to inmates in restrictive housing caused by correctional staffing deficits so severe that the consistent provision of security checks, out-of-cell

time and mental-health treatment is simply impossible.

2.1.7.3.2. How ADOC will ensure that any inmates moved out of the RHUs do not end up in functionally identical units--that is, units that offer equivalently deficient levels of monitoring, out-of-cell time, and treatment.

2.1.7.3.3. How ADOC will ensure the safety of inmates in the RHUs who require protective custody, and, if it chooses to reduce the number of inmates in the RHUs, how it will manage the dangers posed by inmates who would present a significant safety or security risk in general population.

2.1.7.3.4. How this relief may be modified if ADOC meets the benchmarks for correctional staffing set forth above.

2.1.8. Correctional Staff Positions

2.1.8.1. Basic Correctional Officers (BCOs) cannot staff positions requiring firearms training, including, but not limited to, tower posts, perimeter posts, perimeter patrol posts, transportation posts, and armory posts.

2.1.8.2. Cubicle Correctional Operators (CCOs) cannot staff any position other than secure control room posts with no direct inmate contact.

2.2. Mental-Health Staffing

2.2.1. ADOC must maintain levels of mental-health staffing consistent with or greater than those called for by the staffing ratios developed by its consultants, subject to any subsequent modifications.

2.2.2. The EMT shall review the staffing ratios beginning one year from the initiation of monitoring and, if necessary, make recommendations for revising them.

2.2.3. ADOC must achieve the staffing levels set forth in the staffing matrix previously approved by the court, *see* Phase 2A Order and Injunction on Mental-Health Staffing Remedy (Doc. 2688), subject to any subsequent modifications, June 1, 2025.

2.2.4. ADOC must submit mental-health staffing reports to the court and the EMT on at least a quarterly basis. It may work with the EMT to develop the format of these reports. However, until ADOC and the EMT have finalized a new report format or else concluded that the existing report format is adequate, ADOC shall continue to provide mental-health staffing reports according to the format currently in place.

3. Restrictive Housing Units

3.1. Exceptional Circumstances

3.1.1. Inmates with serious mental illnesses may not be placed in the RHUs unless a documented exceptional circumstance applies.

3.1.1.1. An "exceptional circumstance" exists where: (a) a safety or security issue prevents placement of the inmate in alternative housing (such as a SU, RTU, or SLU); or (b) a non-safety or non-security issue exists and transfer or transportation to alternative housing is temporarily unavailable. Examples of safety and security issues include an inmate's known or unknown enemies in alternative housing or the inmate's creation of a dangerous environment (to the inmate, other inmates, and/or staff) by his or her presence in alternative housing.

3.1.2. An inmate placed in a RHU for safety or security issues for 72 hours or longer will be offered at least three hours of out-of-cell time per day (which may be congregate out-of-cell time) while he or she remains in the RHU.

3.1.3. An inmate placed in a RHU for non-safety or non-security issues must be removed from the RHU within 72 hours.

3.1.4. Every week, ADOC must file with the court and the monitoring team reports on each prisoner who has been in restrictive housing for longer than 72 hours under exceptional circumstances during that week. These reports must indicate the amount of out-of-cell time offered to the prisoner each day, the nature of the out-of-cell time (*i.e.*, exercise, group therapy, etc.), the exceptional circumstance justifying the prisoner's continued segregation placement, and the date by which ADOC expects that exceptional circumstance to be resolved.

3.2. Screening for Serious Mental Illnesses

3.2.1. Before being placed in a RHU, each inmate must be screened by an RN, or an LPN under an RN's supervision. The screening must assess whether the inmate has been flagged as seriously mentally

ill; whether the inmate is at imminent risk of suicide or serious self-harm; whether the inmate exhibits debilitating symptoms of a serious mental illness; and whether the inmate requires emergency medical care. The results of the screening must be used to determine whether the inmate should be placed in restrictive housing and whether the inmate requires a medical and/or mental-health referral.

3.2.2. If mental-health staff determine that an inmate who has yet to be placed in restrictive housing is contraindicated for restrictive housing, that inmate must not be placed in restrictive housing absent a documented exceptional circumstance.

3.2.3. If mental-health staff determine that an inmate who has already been placed in restrictive housing is contraindicated for continued placement there, as evidenced by changes in the inmate's mental state and functioning, that

inmate must be removed from restrictive housing within 72 hours--or sooner, if a psychiatrist, psychologist, CRNP, or counselor determines that the need for removal of the inmate from restrictive housing is urgent--absent a documented exceptional circumstance.

3.3. Mental-Health Rounds

3.3.1. Mental-health rounds must be conducted by a qualified mental-health professional in each RHU at least weekly, and should generally include a discussion with the post officer(s) concerning any changes in the behavior of inmates in the RHU; a review of duty post logs and segregation unit record sheets for information about inmates' participation in recreation, showers, meal consumption and sleep patterns; a walk through the RHU, with stops at each occupied cell to make visual contact with the inmate inside the cell; attempts to verbally communicate with each inmate, including a brief inquiry into how the

inmate is doing and whether the inmate has mental-health needs or a desire to speak with mental-health staff privately; and a brief assessment of each inmate's hygiene, behavior, affect, and physical condition, and the condition of his or her cell.

3.3.2. Mental-health rounds must be appropriately documented. Such documentation must contain a notation of any mental-health needs expressed by inmates, or concerns identified by the qualified mental-health professional conducting the round as to any inmate. Documentation of rounds must be chronologically filed and maintained by the mental-health manager or other designated mental-health staff member.

3.4. Mental-Health Assessments

3.4.1. Each inmate must receive a mental-health assessment by a psychiatrist, psychologist, CRNP, or counselor within seven days of his or her placement in restrictive housing. Inmates coded

as mental-health code A must receive additional assessments at least every 90 days, and inmates coded as mental-health code B or C must receive additional assessments at least every 30 days.

3.4.2. Each mental-health assessment must be appropriately documented.

3.4.3. Each mental-health assessment must include an examination or discussion of the following topics: the inmate's past response(s) to restrictive housing, if applicable; the inmate's general appearance or behavior; whether the inmate has a present suicidal ideation; whether the inmate has a history of suicidal behavior; whether the inmate is presently prescribed psychotropic medication; whether the inmate has a current mental-health complaint; whether the inmate is currently receiving treatment for a diagnosed mental-illness; whether the inmate has a history of inpatient or outpatient psychiatric treatment; whether the inmate has a history of

treatment for substance abuse; whether the inmate has a history of abuse and/or trauma; and whether the inmate is presently exhibiting symptoms of psychosis, depression, anxiety, and/or aggression.

3.4.4. Each mental-health assessment must include a determination of whether the inmate requires a referral and, if so, how urgently.

3.5. Out-Of-Cell Time

3.5.1. All inmates in RHUs must have the opportunity to exercise outside of their cells for at least five hours per week, subject to the following exception:

3.5.1.1. ADOC may refrain from offering out-of-cell time due to inclement weather, but only if a safe, alternative space for inmates to exercise--such as a gymnasium--is unavailable.

3.5.2. The days and times that out-of-cell time is offered, and any inmate's decision to refuse out-of-cell time, must be documented.

3.6. Security Checks

3.6.1. ADOC must perform security checks in RHUs at least twice per hour, but no more than 40 minutes apart.

3.6.2. Security checks must be documented accurately and contemporaneously.

3.6.3. Correctional officers must regularly verify that security checks are conducted as required.

3.1. Restrictive Housing Cells

3.1.1. Within three months of the effective date, the cells in the RHUs must be cleaned.

3.1.2. Cells in the RHUs must always be cleaned before they receive new occupants, and inmates must be provided access to cleaning supplies at least every two weeks.

3.1.3. Within six months of the effective date, all cells in the RHUs must comply with the conditions

set forth in the checklist developed by Lindsay M. Hayes (Doc. 3206-5).

4. Intake

4.1. Each intake screening must be conducted by a qualified mental-health professional.

4.2. Documentation of each inmate's intake screening--including an interpretation of the results of any psychological assessment--must be filed in the inmate's medical record.

4.3. Inmates' Previous Records

4.3.1. If, either during or after intake, an inmate reports having previously received mental-health services and can correctly report the prior mental-health provider, a records request to the prior provider must be made within three working days of the time the inmate reported having previously received mental-health services. If the inmate reports having previously received mental-health services and cannot remember or correctly identify the prior mental-health

provider, the mental-health staff must reasonably attempt to locate records of the inmate's prior treatment.

4.3.2. All health records from each inmate's prior facility of incarceration must be requested within three working days of intake if they are not presented at intake.

5. Coding

5.1. Each inmate must be assigned a mental-health code and, if necessary, an SMI flag, that is appropriate to address his or her mental-health needs, as determined by clinical judgment.

5.2. Each inmate's mental-health code and SMI flag must be accurately and consistently indicated throughout all documents related to his or her care.

6. Referral

6.1. A referral must result in a timely clinical assessment and/or intervention by a psychiatrist, psychologist, CRNP, or counselor. Emergent referrals must result in a clinical assessment

and/or intervention as soon as possible but no more than four hours from the determination that the referral is emergent. Urgent referrals must result in a clinical assessment and/or intervention within 24 hours of the time the referral was made. Routine referrals must result in a clinical assessment and/or intervention within 14 calendar days of the time the referral was made.

6.2. Communication of Referrals

6.2.1. An emergent or urgent referral must be communicated verbally, in person or by telephone, to the appropriate mental-health staff member or members as soon as possible, but in no case longer than one hour from the time the referral is identified as emergent or urgent, absent unusual circumstances which detain staff for an extended period of time such as a medical emergency or an incident involving safety or security of staff or inmates. The mental-health staff member or members to whom the referral should be

communicated will be determined by the mental-health staff.

6.2.2. Routine referrals must be communicated to the appropriate mental-health staff member or members, as indicated above, by the next shift by leaving the referral form in a location that ADOC has designated to the correctional and mental-health staff, and inmates, as appropriate. The monitoring team may alert the court if ADOC fails to clearly designate the location.

6.3. An appropriate triage or mental-health staff member or members must regularly monitor any designated location for completed referral forms. Said staff must review and triage the completed referral forms at least once per shift.

6.4. After an inmate has received an emergent referral, including a referral for suicide watch, correctional or mental-health staff must maintain constant, line-of-sight observation of the inmate

until the inmate has been assessed by an appropriate mental-health provider.

7. Confidentiality

7.1. Individual counseling sessions, medication-management encounters, periodic mental-health assessments of inmates in RHUs, suicide-risk assessments, and therapeutic group sessions must take place in settings that provide for confidentiality and that, if applicable, are out-of-cell, subject to the following exception:

7.1.1. Such services may be provided in a non-confidential setting if confidentiality is not possible due to safety concerns or is otherwise not appropriate. The question whether confidentiality is otherwise not appropriate must be answered according to clinical determinations.

7.1.2. If confidentiality is not possible, then that fact, the reason for it, and any actions taken to maximize confidentiality must be documented in a progress note.

8. Treatment Teams and Plans

8.1. Treatment teams must meet at regular intervals, to be determined based on the team chair's clinical judgment, taking into account each inmate's assigned mental-health code, housing unit, and level of psychotherapy.

8.2. Each treatment team meeting must last for an adequate period of time, based on the team chair's clinical judgment.

8.3. All members of each inmate's treatment team must have access to clinically relevant documents.

8.3.1. Clinically relevant documents are all documents related to the current and past condition of the inmate--including documents related to the inmate's housing status, disciplinary history, and interactions with other inmates--that are necessary to inform clinical judgment.

8.4. Each inmate on the mental-health caseload must have a treatment plan that is adequately detailed

and individualized to address his or her mental-health needs, based on clinical judgment.

8.5. Treatment teams must review and revise each inmate's mental-health code as clinically appropriate, and must review and amend, if necessary, each inmate's treatment plan after changes in the inmate's mental-health code, transfer to a new housing unit, or any other circumstance resulting from or likely to affect an inmate's mental-health in a significant way.

8.6. Coordination of Transfers and Treatment

8.6.1. ADOC must consider inmates' mental-health codes and symptoms in making decisions concerning transfer between facilities.

8.6.2. In the event of a transfer of an inmate on the mental-health caseload, the staff member in charge of the inmate's care at the transferring facility must send a transfer note to the staff member in charge of the inmate's care at the

receiving facility within a reasonable time after the transfer is initiated.

9. Psychiatric and Therapeutic Care

9.1. Access to Treatment

9.1.1. ADOC must comply with the Mental-Health Treatment Guidance set forth in Appendix A.

9.1.2. In addition to the Mental-Health Treatment Guidance set forth in Appendix A, each inmate must receive any additional care prescribed by his or her treatment team, subject to the following exception:

9.1.2.1. While ADOC must provide each inmate in restrictive housing with any medication or individual therapy prescribed by his or her treatment team, it need not provide other forms of care prescribed by an inmate's treatment team if those kinds of care cannot be provided safely in the restrictive housing environment.

9.1.3. Each treatment session must last for an adequate period of time, according to clinical judgment.

9.1.4. Each housing unit must offer appropriate types and numbers of therapeutic groups to accommodate the inmates housed there.

9.2. Out-Of-Cell Time

9.2.1. Inmates in the RTU, SU, and SLU must receive ten hours of structured, therapeutic out-of-cell time and ten hours of unstructured out-of-cell time per week, unless clinically contraindicated, subject to the following exception:

9.2.1.1. ADOC need not provide ten hours unstructured out-of-cell time per week to inmates in the RTU Level Three who are housed in open dormitories rather than cells.

9.2.2. An inmate's out-of-cell appointments with his or her treatment team, psychiatric provider, counselor, or therapeutic group will count as structured, therapeutic out-of-cell time.

9.3. Inmates who are not on the mental-health caseload must be seen by mental-health staff in the event of a mental-health crisis or after receipt of a mental-health referral, as clinically indicated.

9.4. Progress Notes

9.4.1. For each significant clinical encounter between an inmate and a member of his or her treatment team, or any qualified mental-health professional, a progress note must be created and placed in the inmate's mental-health record.

9.4.1.1. A significant clinical encounter consists of a communication or interaction between an inmate and qualified mental-health professional involving an exchange of information used in the treatment of the inmate, excluding any casual exchanges, administrative communications, or other communications which do not relate to the inmate's mental condition or ongoing mental-health treatment.

9.4.2. Progress notes must be sufficiently detailed to facilitate treatment and ensure continuity of care

10. Suicide Prevention

10.1. Immediate Response to Suicide Attempts

10.1.1. If ADOC or mental-health vendor staff observe an inmate who is attempting suicide or who is unresponsive after apparently attempting or completing suicide, the staff must immediately call for assistance.

10.1.2. If ADOC or mental-health vendor staff observe a suicide threat or attempt, the staff must immediately respond with efforts to interrupt the behavior or attempt.

10.1.3. Immediate life-saving measures must be performed by ADOC or vendor staff as soon as it is deemed safe by correctional staff to do so (typically, when at least two correctional officers are present), and must continue until paramedics or other appropriate medical personnel

arrive and assume care or a physician declares such measures are no longer necessary.

10.1.4. Each ADOC major facility must maintain an appropriate cut-down tool in each RHU, SU, RTU, SLU, and crisis unit.

10.1.5. When continued medical care is necessary, an inmate who has attempted suicide must be moved to the medical or healthcare unit at the ADOC major facility for continued medical care as soon as ADOC staff may safely move the inmate, unless medically contraindicated.

10.1.6. If an inmate dies as a result of a suicide, the inmate's body must be moved as soon as possible to a private area outside of any occupied housing unit and outside the view of other inmates.

10.2. Suicide Watch Placement

10.2.1. After each inmate's initial placement on constant observation, the inmate must be evaluated using a suicide risk assessment to

determine if the inmate is not suicidal or is either acutely suicidal or non-acutely suicidal.

10.2.2. An inmate who is admitted to suicide watch must be considered for placement on the mental-health caseload.

10.2.3. If an inmate admitted to suicide watch is not placed on the mental-health caseload, the clinical rationale for that decision must be documented in the inmate's medical chart.

10.2.4. Before an inmate is placed on suicide watch, a nurse must examine the inmate and complete a body chart.

10.3. Suicide Watch Cells

10.3.1. All suicide watch and stabilization unit cells in ADOC major facilities must be suicide-resistant. On a quarterly basis during the term of this order, all suicide watch cells in ADOC major facilities must be physically inspected to determine whether they remain suicide-resistant.

10.3.1.1. Cells shall be deemed suicide-resistant if they meet the requirements set forth in Lindsay M. Hayes's Checklist for the "Suicide Resistant" Design of Correctional Facilities (Doc. 3206-5).

10.3.1.2. Before an inmate is placed in an SU or suicide watch cell, the cell must be cleaned and any contraband must be removed from the cell.

10.3.2. ADOC may designate areas or cells where inmates could be temporarily placed when a suicide watch cell is unavailable, provided that the inmate remains on constant observation during this time.

10.4. Observation

10.4.1. Any inmate determined to be acutely suicidal must be monitored through a constant observation procedure.

10.4.2. Any inmate determined to be non-acutely suicidal must be monitored through a close watch

procedure that ensures monitoring at staggered intervals not to exceed 15 minutes.

10.4.3. During constant observation or close watch, an observer must contemporaneously document his or her observations at staggered intervals not to exceed 15 minutes. Upon an inmate's discharge from suicide watch, his or her observation records must be maintained in his or her medical record.

10.4.4. ADOC must take appropriate steps to ensure that observers perform their duties as required.

10.5. Suicide Watch Conditions

10.5.1. Unless clinically contraindicated, inmates on suicide watch must be provided adequate suicide-resistant implements for hygiene and eating as clinically appropriate.

10.5.2. Inmates on suicide watch must receive the same privileges afforded by their last housing assignment as clinically appropriate.

10.5.3. Inmates housed in crisis cells, medical cells, or the infirmary must be provided

appropriate out-of-cell activity, unless clinically contraindicated, after 72 hours.

10.6. Referrals to Higher Levels of Care

10.6.1. If an inmate remains on suicide watch for 72 hours, then he or she must be considered for referral to a different or higher level of care based on clinical judgment. If the inmate is not referred to a different or higher level of care, then the clinical rationale must be documented in the inmate's medical chart and tracked in the crisis utilization log or a similar tracking mechanism.

10.6.2. If an inmate remains on suicide watch for 168 hours, then the he or she must be considered for referral to a different or higher level of care based on clinical judgment. If the inmate is not referred to a different or higher level of care, then the clinical rationale must be documented in the inmate's medical chart and

tracked in the crisis utilization log or a similar tracking mechanism.

10.6.3. If an inmate remains on suicide watch for 240 hours or longer and does not meet the criteria for discharge to outpatient mental-health care, then he or she must be considered for referral to a different or higher level of care based on clinical judgment. If the inmate is not referred to a different or higher level of care, then the clinical rationale must be documented in the inmate's medical chart and tracked in the crisis utilization log or a similar tracking mechanism, and documentation of the decision must be sent to the mental-health vendor's director of psychiatry for review and evaluation.

10.6.4. Any inmate who is returned to suicide watch within 30 days of discharge from a suicide watch and/or who has three suicide watch placements within six months must be considered for referral to a different or higher level of care based on

clinical judgment. If the inmate is not referred to a different or higher level of care, the clinical rationale must be documented, and mental-health staff must notify OHS of the decision and provide the clinical rationale to OHS within 72 hours.

10.7. Discharge

10.7.1. Discharge Evaluation

10.7.1.1. Prior to being discharged from suicide watch, an inmate must receive an out-of-cell, confidential evaluation by a psychiatrist, psychologist, CRNP, or counselor, unless such evaluation is not possible due to documented clinical concerns.

10.7.1.2. If an out-of-cell, confidential evaluation is not possible due to documented clinical concerns, staff must consider whether referral to a different or higher level of care is appropriate.

10.7.2. Discharge to RHU

10.7.2.1. An inmate discharged from suicide watch must not be transferred to an RHU, unless there is a documented exceptional circumstance.

10.7.2.2. Any transfer of an inmate from suicide watch to an RHU must be approved by the Deputy Commissioner of Operations (for male facilities) or Deputy Commissioner of Women's Services (for female facilities) or their designee.

10.8. Follow-Up

10.8.1. After an inmate's discharge from suicide watch, mental-health staff must conduct a follow-up mental-health examination with the inmate on each of the first three days following discharge, unless there is a documented clinical determination that the inmate was not suicidal at the time the inmate was placed on suicide watch and did not become suicidal during the watch placement.

10.8.2. Follow-up mental-health examinations must not take the place of other scheduled mental-health appointments, although they may occur in connection with or contiguous with such appointments.

10.8.3. Follow-up mental-health examinations must occur in a confidential, out-of-cell setting, unless such examination is not possible due to documented clinical concerns.

10.8.4. During the follow-up mental-health examinations, the mental-health staff conducting such follow-up mental-health examinations must assess whether the inmate released from suicide watch is showing signs of ongoing crisis, whether the inmate needs further follow-up mental-health examinations, and whether the inmate should be added to the mental-health caseload or assigned a different mental-health code.

10.8.5. An inmate's transfer from suicide watch to another institution prior to the completion of

the three ordered follow-up examinations restarts the requirement to complete a follow-up mental-health examination on each of the three days following the transfer.

11. Higher Levels of Care

11.1. ADOC must ensure that inmates who require hospital-level care receive it within a reasonable period of time, as determined by clinical judgment.

11.2. Inpatient Beds

11.2.1. ADOC must supply enough beds to accommodate 10 % of its mental-health caseload at the time of the effective date.

11.2.2. In collaboration with the EMT, ADOC must, on at least an annual basis, reassess (1) the number of inmates on ADOC's mental-health caseload, and (2) whether 10% is in fact an accurate estimate of the percentage of the mental-health caseload requiring inpatient treatment. If ADOC determines that more than 10 % of the inmates on the mental-health caseload require

inpatient beds, or that the mental-health caseload has grown, or both, it must adjust its number of inpatient beds accordingly.

11.2.3. At all times, ADOC must ensure that inpatient beds are housed in treatment spaces that allow for confidentiality, including by creating any new treatment spaces if necessary.

11.3. ADOC must devise a plan and procedures to address the serious risk posed by high temperatures in the mental-health units, which it must submit to the court by May 2, 2022. The plan and procedures must address, specifically, how it happened that Tommy Lee Rutledge's cell reached 104 degrees, causing him to die of hyperthermia, in a unit that was supposedly air conditioned, and how the ADOC will prevent that from ever occurring again. The plan and procedures must also address how ADOC plans to determine whether cells in each of its facilities have reached dangerously high temperatures, and should such a

finding be made, what measures ADOC will take to ensure their occupants' safety.

12. Discipline

12.1. ADOC must comply with §§ V.B.2, V.C.3.a, and V.C.3.d of ADOC Administrative Regulation 626, all of which are set forth in Appendix B.

12.2. ADOC must comply with §§ V.D.3 and V.D.3.b, and the excerpted provision of § V.D.4, of ADOC Administrative Regulation 626, all of which are set forth in Appendix B.

13. Training

13.1. ADOC must document its provision of training regarding the Comprehensive Mental-Health Curriculum, suicide prevention, confidentiality, mental-health rounds in restrictive housing units, emergency preparedness, discipline, suicide risk assessments, correctional risk factors, and observation on suicide watch.

13.2. For training purposes, on a quarterly basis, ADOC and/or its mental-health vendor must conduct

emergency preparedness drills at each ADOC major facility, including scenarios involving self-injury and suicide attempts. During the emergency preparedness drills, the trainers must evaluate the correctional and medical staff response time to the emergency code and their preparedness for the emergency code (including, as appropriate, presence of an emergency bag, automatic external defibrillator (or AED), and cut-down tool). Additionally, the emergency preparedness drills must include role-playing for participants to practice the response to an emergency, including, for example, using a cut-down tool, rendering first aid, and performing cardiopulmonary resuscitation (or CPR).

13.3. Observers must receive additional training related to their observation obligations, including where they must be positioned and how to access assistance if an inmate requires medical care or there is an emergency.

14. Unforeseen Circumstances

14.1. "Unforeseen circumstances" refer to a situation in which an event or series of events (such as a natural disaster, fire, medical epidemic, pandemic, or outbreak, and lockdown) make performance under this omnibus remedial order inadvisable, impracticable, illegal, impossible, detrimental to the health and/or safety of inmates and/or staff, or detrimental to the public interest.

14.2. In monitoring ADOC's compliance with this omnibus remedial order, the EMT shall consider unforeseen circumstances, their effects on ADOC's ability to comply with the remedial order, and ADOC's efforts to mitigate the effects of those circumstances.

15. This order is not final and remains open in that the parties must still submit proposals for further and/or different relief and monitoring may warrant consideration and reconsideration of issues. The court also retains jurisdiction.

DONE, this the 27th day of December, 2021.

/s/ Myron H. Thompson

UNITED STATES DISTRICT JUDGE

Appendix A

The Defendants' Mental-Health Treatment Guidance

Treatment Category	Initial Assessment	Subsequent Care
SU	An RN will assess the inmate on an emergent basis after arrival to the SU and make any necessary arrangements on an emergent, urgent, routine, or another basis for a psychiatric assessment and/or counseling assessment.	Typically, structured, out-of-cell activities during each week will include a daily interaction with a RN, psychologist, or counselor and more than one clinical encounter with a psychiatrist or CRNP.
RTU (Levels 1-3)	An RN will assess the inmate on an urgent basis after arrival to the RTU and make any necessary arrangements on an emergent, urgent, routine, or another basis for a psychiatric assessment and/or counseling assessment.	Typically, structured, out-of-cell activities during each week will include multiple interactions with an RN, psychologist, or counselor and a clinical encounter with a psychiatrist or CRNP.
SLU	An RN will assess the inmate on an urgent basis after arrival to the SLU and make any necessary arrangements on an emergent, urgent, routine, or another basis for a psychiatric assessment and/or counseling assessment.	Typically, structured, out-of-cell activities during each week will include multiple interactions with an RN, psychologist, or counselor and a clinical encounter with a psychiatrist or CRNP based on clinical judgment.
Outpatient	A treatment team member will assess the inmate on a routine basis.	Psychiatrist or CRNP: Every 90 days, unless otherwise clinically indicated. Psychologist or counselor: Every 90 days, unless otherwise clinically indicated.

Appendix B

***ADOC Administrative Regulation 626, § V.B.2*:**

"A mental health consultation may be sought at the time of the rule or regulation violation or after review of the disciplinary report. A mental health consultation must be sought if the inmate is on the mental health caseload and has a mental health code of C or higher and/or an SMI designation; or, even if the inmate has a lower mental health code or is not on the mental health caseload, where the inmate has an intellectual or developmental disability, or the inmate's behavior at the time of the alleged actions giving rise to the disciplinary or at any time prior to or during the disciplinary process demonstrates signs of psychological distress or mental impairment."

***ADOC Administrative Regulation 626, § V.C.3.a*:**

"A mental health staff member performing the mental health consultation will evaluate: (1) an inmate's current and then-existing (at the time of the incident) mental state, including the inmate's capacity to proceed with a disciplinary hearing; (2) an inmate's mental health diagnosis or, for an inmate not previously diagnosed, the presence of mental illness; (3) an inmate's treatment and medication (including any compliance issues) over the past six (6) months; (4) any crisis placements over the past six (6) months; (5) whether the inmate's behavior resulting in an ADOC rule or regulation violation is the direct result of or related to his or her mental illness; (6) the likely impact of confinement to restrictive housing on an inmate's mental health and, based on the likely impact, if confinement to restrictive housing for a medium- or high-level rule violation is contraindicated; (7) the

potential impact of other disciplinary sanctions on the inmate's mental state, including whether any specific disciplinary sanction is clinically contraindicated for the inmate and, in such instances, what alternative sanctions are not clinically contraindicated; and (8) the need for mental health staff to be present during the disciplinary hearing."

***ADOC Administrative Regulation 626, § V.C.3.d*:**

"The mental health staff member performing the mental health consultation will document his or her evaluation and provide any comments, notes, and recommendations in the ADOC computer module. A mental health staff member may identify disciplinary sanctions that are contraindicated for the inmate and any appropriate alternative disciplinary sanctions. A copy of the mental health consultation evaluations and recommendations will be (a) provided to the disciplinary hearing officer for consideration and to maintain with the inmate's disciplinary action file, and (b) placed in the inmate's mental health record to ensure the inmate's treatment team may receive and review it."

***ADOC Administrative Regulation 626, § V.D.3*:**

"During the disciplinary hearing and/or before the disciplinary officer adjudicates the disciplinary action, the disciplinary officer must consider the mental health consultation, including any evaluation, comments, or recommendations, in deciding an inmate's guilt or innocence and, if guilty, in imposing any disciplinary sanctions."

***ADOC Administrative Regulation 626, § V.D.3*.b:**

"If the mental health staff member performing the mental health consultation concludes that the rule or regulation violation was related to, but not the direct result of, the inmate's mental illness, then the disciplinary hearing officer must take that conclusion into consideration in imposing any disciplinary sanctions."

***ADOC Administrative Regulation 626, § V.D.4*:**

"[I]f the mental health staff member who conducted the mental health consultation determined that any specific disciplinary sanction is clinically contraindicated for the inmate, including confinement to restrictive housing for a medium- or high-level rule or regulation violation, then the decision of the mental health staff member who performed the mental-health consultation will be outcome determinative and binding on the disciplinary hearing officer, except where exceptional circumstances exist."