State of Hawaii
Department of Public Safety
Health Care Division

Request for Proposals

RFP No.: PSD 12-HCD-05

Mobile Dentistry Services for the Hawaii Community Correctional Center

Date Issued: August 17, 2011

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the RFP Interest form, complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

August 17, 2011

REQUEST FOR PROPOSALS

MOBILE DENTISTRY SERVICES
FOR THE
HAWAII COMMUNITY CORRECTIONAL CENTER
RFP No. PSD 12-HCD-05

The Department of Department of Public Safety, Health Care Division, is requesting proposals from qualified applicants to provide general dental services to inmates detained at the Hawaii Community Correctional Center (HCCC). The contract term will be for An initial two-year period commencing on October 1, 2011 and has the option for two additional twelve month periods, subject to the availability of funds beyond June 30, 2012. A single contract will be awarded under this request for proposals.

Proposals must be postmarked by US mail before midnight on **September 15, 2011** or hand delivered by 4:30 p.m., Hawaii Standard Time (HST) at the dro1p off site that is designated on the following page.

Proposals postmarked after midnight on or hand delivered after 4:30 p.m. HST on **September 15, 2011** will not be considered and will be returned to the applicant. There are no exceptions to this requirement.

The Health Care Division will conduct an orientation on August 24, 2011 at 9:30 p.m., HST, at 919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii and at the HCCC via video conference link. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m. HST on August 26, 2011. All written questions will receive a written response from the State by August 30, 2011. Inquiries regarding this RFP should be directed to the RFP Contact Person, Mr. Marc Yamamoto at 919 Ala Moana Blvd., Room 413, or may be made by facsimile to (808) 587-1244 or email to marc.s.yamamoto@hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: 4, One Original + Three Copies

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN ***September 15, 2011*** **and received by the state purchasing agency no later than 10 days from the submittal deadline**.

All Mail-ins

Department of Public Safety
ASO-Purchasing and Contracts
919 Ala Moana Blvd, Rm 413
Honolulu, Hawaii 96814

PSD RFP COORDINATOR

Marc S. Yamamoto
Ph. 808-587-1215
Fax: 808-587-1244
email:
marc.s.yamamoto@hawaii.gov

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL **4:30 P.M., Hawaii Standard Time (HST),** ***September 15, 2011*****.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., ***September 15, 2011***.

Drop-off Sites

Department of Public Safety
ASO-Purchasing and Contracts
919 Ala Moana Blvd, Rm 413
Honolulu, Hawaii 96814

RFP Table of Contents

Section 1 Administrative Overview

I. Procurement Timetable 1-1
II. Website Reference 1-2
III. Authority 1-2
IV. RFP Organization 1-3
V. Contracting Office 1-3
VI. Orientation 1-3
VII. Submission of Questions 1-4
VIII. Submission of Proposals 1-4
IX. Discussions with Applicants 1-7
X. Opening of Proposals 1-8
XI. Additional Materials and Documentation 1-8
XII. RFP Amendments 1-8
XIII. Final Revised Proposals 1-8
XIV. Cancellation of Request for Proposals 1-9
XV. Costs for Proposal Preparation 1-9
XVI. Provider Participation in Planning 1-9
XVII. Rejection of Proposals 1-9
XVIII. Notice of Award 1-10
XIX. Protests 1-10
XX. Availability of Funds 1-11
XXI. General and Special Conditions of the Contract 1-11
XXII. Cost Principles 1-13

Section 2 - Service Specifications

I. Introduction
- A. Overview, Purpose or Need 2-1
- B. Planning activities conducted in preparation for this RFP 2-1
- C. Description of the Goals of the Service 2-1
- D. Description of the Target Population to be Served 2-2
- E. Geographic Coverage of Service 2-2
- F. Probable Funding Amounts, Source, and Period of Availability 2-2

II. General Requirements 2-2
- A. Specific Qualifications or Requirements 2-2
- B. Secondary Purchaser Participation 2-3
- C. Multiple or Alternate Proposals 2-3
- D. Single or Multiple Contracts to be Awarded 2-3
- E. Single or Multi-Term Contracts to be Awarded 2-3
- F. RFP Contact Person 2-3

III. Scope of Work 2-4
A. Service Activities 2-4
B. Management Requirements 2-8
C. Facilities 2-10
IV. Compensation and Method of Payment 2-10

Section 3 - Proposal Application Instructions

General Instructions for Completing Applications 3-1
I. Program Overview 3-2
II. Experience and Capability 3-2
A. Necessary Skills 3-2
B. Experience 3-2
C. Quality Assurance and Evaluation 3-2
D. Coordination of Services 3-2
E. Facilities 3-2
III. Project Organization and Staffing 3-2
A. Staffing 3-2
B. Project Organization 3-3
IV. Service Delivery 3-3
V. Financial 3-3
A. Pricing Structure 3-3
VI. Other 3-4
A. Litigation 3-4

Section 4 – Proposal Evaluation

I. Introduction 4-1
II. Evaluation Process 4-1
III. Evaluation Criteria 4-2
A. Phase 1 – Evaluation of Proposal Requirements 4-2
B. Phase 2 – Evaluation of Proposal Application 4-2
C. Phase 3 – Recommendation for Award 4-3

Section 5 – Attachments

Attachment A. Competitive Proposal Application Checklist
Attachment B. Sample Proposal Table of Contents
Attachment C. Department of Public Safety, Health Care Division, Policy and Procedures for Oral Care
Attachment D. Department of Public Safety, Health Care Division, Policy and Procedures for Prostheses
Attachment E. Department of Public Safety, Health Care Division, Policy and Procedures for Inmate Medical Co-Payment Plan

Section 1

Administrative Overview

Section 1
Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

I. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	August 17, 2011
Distribution of RFP	August 17, 2011
RFP orientation session	August 24, 2011
Closing date for submission of written questions for written responses	August 26, 2011
State purchasing agency's response to applicants' written questions	August 30, 2011
Discussions with applicant prior to proposal submittal deadline (optional)	September 1-2, 2011
Proposal submittal deadline	September 15, 2011
Discussions with applicant after proposal submittal deadline (optional)	September 19, 2011
Final revised proposals (optional)	September 20, 2011
Proposal evaluation period	September 16 – 21, 2011
Provider selection	September 21, 2011
Notice of statement of findings and decision	September 22, 2011
Contract start date	October 1, 2011

II. Website Reference

The State Procurement Office (SPO) website is http://hawaii.gov/spo/

	For	Click
1	Procurement of Health and Human Services	"Health and Human Services, Chapter 103F, HRS…"
2	RFP website	"Health and Human Services, Ch. 103F…" and "The RFP Website" (located under Quicklinks)
3	Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	"Statutes and Rules" and "Procurement of Health and Human Services"
4	Forms	"Health and Human Services, Ch. 103F…" and "For Private Providers" and "Forms"
5	Cost Principles	"Health and Human Services, Ch. 103F…" and "For Private Providers" and "Cost Principles"
6	Standard Contract -General Conditions	"Health and Human Services, Ch. 103F…" "For Private Providers" and "Contract Template – General Conditions"
7	Protest Forms/Procedures	"Health and Human Services, Ch. 103F…" and "For Private Providers" and "Protests"

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at http://hawaii.gov)

	For	Go to
8	Tax Clearance Forms (Department of Taxation Website)	http://hawaii.gov/tax/ click "Forms"
9	Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	http://capitol.hawaii.gov/ click "Bill Status and Documents" and "Browse the HRS Sections."
10	Department of Commerce and Consumer Affairs, Business Registration	http://hawaii.gov/dcca click "Business Registration"
11	Campaign Spending Commission	http://hawaii.gov/campaign

III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

IV. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

V. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

Department of Public Safety
Health Care Division
919 Ala Moana Boulevard, Room 407
Honolulu, Hawaii 96814

Contact Person: Ms. Deborah Stampfle
Telephone: (808) 587-3381
Facsimile: (808) 587-3378
e-mail address: deborah.l.stampfle@hawaii.gov

VI. Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date: August 24, 2011 Time: 9:30 am – 10:30 am, HST
Location: 919 Ala Moana Boulevard, Room 400
Honolulu, Hawaii

HCCC **60 Punahele Street**
Hilo, Hawaii 96720

Applicants attending the video conference link at HCCC are required to submit the following information to the Chief of Security, Captain Peter Cabreros, at (808) 933-0428 no later than August 22, 2011, 10:00 am HST:

Company Name,
Name of Attendee,
Date of Birth, and
Social Security Number

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the paragraph VII. Submission of Questions.

VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

Date: **August 26, 2011** **Time:** 4:30 pm HST

State agency responses to applicant written questions will be provided by**:**

Date: **August 30, 2011**

VIII. Submission of Proposals

A. **Forms/Formats -** Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in II. Website Reference. Refer to the

Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)**. Provides applicant proposal identification.

2. **Proposal Application Checklist**. Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.

3. **Table of Contents**. A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.

4. **Proposal Application (Form SPO-H-200A)**. Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

B. **Program Specific Requirements**. Program specific requirements are included in Sections 2, Service Specifications and Section 3, Proposal Application Instructions, as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.

C. **Multiple or Alternate Proposals**. Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

D. **Tax Clearance**. Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of $25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the

Department of Taxation website. (Refer to this section's part II. Website Reference.)

Effective July 1, 2011, pursuant to Act 190, SLH 2011 and Procurement Circular No. 2011-02, state agencies are to verify the provider's compliance with the IRS and the State of Hawaii Department of Taxation using the Hawaii Compliance Express exclusively.

E. **Wages and Labor Law Compliance**. If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)

- **Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG). Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See part II, Website Reference.)

- **Effective July 1, 2011**, pursuant to Act 190, SLH 2011 and Procurement Circular No. 2011-02, state agencies are to verify the provider's compliance with the State of Hawaii, Department of Labor and Industrial Relations and the DCCA using the Hawaii Compliance Express exclusively.

F. **Hawaii Compliance Express (HCE)**. Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section's part II. Website Reference for HCE's website address.

G. **Campaign Contributions by State and County Contractors**. Providers are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

H. **Confidential Information**. If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

I. **Confidentiality of Personal Information**. Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information,* has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

J. **Proposal Submittal**. All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

IX. Discussions with Applicants

A. Prior to Submittal Deadline. Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

B. After Proposal Submittal Deadline - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance HAR Section 3-143-403.

X. Opening of Proposals

Upon receipt of a proposal by a state purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

XI. Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

XII. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XIII. Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200)*. After final revised proposals are received, final evaluations will be conducted for an award.

XIV. Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XV. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XVI. Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

XVII. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

(1) Rejection for failure to cooperate or deal in good faith. (HAR Section 3-141-201)

(2) Rejection for inadequate accounting system. (HAR Section 3-141-202)

(3) Late proposals (HAR Section 3-143-603)

(4) Inadequate response to request for proposals (HAR Section 3-143-609)

(5) Proposal not responsive (HAR Section 3-143-610(a)(1))

(6) Applicant not responsible (HAR Section 3-143-610(a)(2))

XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

(1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the

procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	**Procurement Officer**
Name: Jodie F. Maesaka-Hirata	Name: Patricia J. Snyder, Ph.D.
Title: Director	Title: Business Management Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: same as above.	Business Address: same as above.

XX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Liability Insurance

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	**Limits**	
Commercial General Liability (occurrence form)	$2,000,000 combined single limit per occurrence for bodily injury and property damage	
Automobile, if applicable	Bodily injury	$1,000,000/person $1,000,000/occurrence
	Property damage	$1,000,000/accident

Professional Liability, if applicable	$1,000,000/claim $2,000,000 annual aggregate

Each insurance policy required by this contract shall contain the following clauses:

1. *"The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, PPB Office, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."*

2. *"The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."*

3. *"It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."*

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2
Service Specifications

I. Introduction

A. Overview, purpose or need

The Department of Public Safety, Health Care Division is responsible for the provision of health care to the individuals who are incarcerated throughout the State of Hawaii. This includes medical, dental and mental health services. The Hawaii Community Correctional Center does not have an in-house dental unit. The average inmate population at the Hawaii Community Correctional Center (HCCC) is 310. The HCCC facility houses both women and men of varied custody levels

B. Planning activities conducted in preparation for this RFP

A request for information was released on June 11, 2011 on the State Procurement Office's Procurement Notice System, with an orientation meeting held on June 21, 2011 and comments due on June 27, 2011.

The question of whether the Dentrix database images are acceptable for the record keeping requirement remains to be resolved and will be answered in an addendum.

C. Description of the goals of the service

The service provider shall provide on site dental clinics at the HCCC. The services involve general dentistry and a variety of acute and chronic oral health problems, including but not limited to restorative and prophylactic services. Inmate patients are screened and referred by the facility dental staff and/or nurses.

The Health Care Division will provide the clinical space. The service provider will provide all of the necessary equipment and dental supplies. The service provider shall record all evaluations, dental care, and treatments provided in the patients' individual facility dental records. The service provider shall be subject to all of the policies and procedures of the Health Care Division.

D. Description of the target population to be served

The Department of Public Safety, Health Care Division, seeks general dental services for inmates detained at the HCCC.

E. Geographic coverage of service

The required dental services shall be provided at the HCCC on the island of Hawaii.

F. Probable funding amounts, source, and period of availability

The funds allocated for this contract is $140,000 for each year of the contract, subject to the availability of funds beyond June 30, 2012.

II. General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. Applicants shall have:

   a. A DDS or DMD degree;
   b. A current Hawaii dental license;
   c. Practice experience in an institutional setting, preferred but not required;
   d. Experience in correctional dentistry, preferred but not required (significant correctional dentistry experience during training will be considered); and
   e. A minimum of two recent references.

2. Service provider <u>shall be responsible for providing all equipment and dental supplies necessary for the provision of dental services</u> for inmates at the Halawa Correctional Facility on the island of Oahu. Applicant shall show proof of availability of portable dental equipment.

3. The service provider shall demonstrate proof of an adequate number of available HI licensed dentists to meet contractual service requirements by identifying the names and listing credentials of dentists providing service under this contract.

4. Service provider shall not be an employee of the State of Hawaii, Department of Public Safety.

5. Service provider shall provide ongoing credentialing all dentists and licensed ancillary dental staff providing service under this contract assuring at a minimum a current license to practice in the State of Hawaii, if appropriate, current Federal and State DEA licenses, and current CPR certification.

B. Secondary purchaser participation
(Refer to HAR Section 3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: none.

C. Multiple or alternate proposals
(Refer to HAR Section 3-143-605)

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded
(Refer to HAR Section 3-143-206)

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards: not applicable

E. Single or multi-term contracts to be awarded
(Refer to HAR Section 3-149-302)

☐ Single term (2 years or less) ☒ Multi-term (more than 2 years)

Contract terms:

Initial term of contract: October 1, 2011 to September 30, 2013
Length of each extension: Twelve (12) months
Number of possible extensions: Two (2)
Maximum length of contract: Four years
Conditions for extension:

The initial contract, subject to the availability of funds, beyond June 30, 2012, may be extended for two additional twelve month periods upon mutual agreement in writing prior the expiration of the current contract.

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Marc S. Yamamoto, Procurement & Supply Specialist IV
Department of Public Safety
Administrative Services Office - Purchasing and Contracts Section
919 Ala Moana Boulevard, Room 413
Honolulu, Hawaii 96814

Phone: (808) 587-1215 Facsimile: (808) 587-1244
email address: marc.s.yamamoto@hawaii.gov

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

1. GENERAL INFORMATION

a. Service provider shall provide dental services at a minimum of four (4) routinely scheduled weekdays a month as designated by the Clinical Section Administrator to inmates at the Hawaii Community Correctional Center.

Hawaii Community Correctional Center (HCCC)
60 Punahele Street
Hilo, Hawaii 96720

b. The services shall involve general dentistry of a variety of acute and chronic oral health problems, including but not limited to specific restorative, prophylactic, prosthodontic, and periodontal services. Inmates shall be screened and referred by facility nurses.

c. The Health Care Division will provide the clinical space. The service provider will provide all of the necessary equipment and dental supplies. The service provider shall record all evaluations, dental care, and treatments provided in the patients' individual facility dental records and ultimately the

electronic medical record when implemented. The service provider shall be subject to all of the policies and procedures of the Health Care Division.

d. Service provider shall provide dental services at a minimum of four (4) days (or mutually determined number of days based on patient needs) a month to inmates houses at the medium and special needs facilities. Provider shall provide schedules indicating tentative dates and times for on-site visits and shall coordinate with the Health Care Division to have completed pre-set schedules two months in advance for six-month increments. Provider shall check with the facility before reporting work in case of an unscheduled lockdown.

e. The actual number of patients that the Provider shall see on-site per visit shall be based on a standard eight-hour clinical workday, not including a one-hour mid-day meal break. With the exception of lockdown days, a minimum of sixteen inmates to a maximum of thirty-two inmates shall be seen depending upon the specific procedures that are pre-scheduled by the facility nurses.

f. Standard inmate appointments that are pre-diagnosed and prioritized at examination appointments through treatment plans to require services from the following categories: Basic Restorative, Periodontics, Fixed or Removal Prosthetics, Adjunctive, or Oral Surgery shall be scheduled at one appointment per half hour, with the exception of severely complicated Oral Surgery appointments where appointments shall be scheduled at one per hour.

2. RESPONSIBILITIES OF THE SERVICE PROVIDER

a. Examine and diagnose dental and oral diseases.

b. Render indicated treatment for oral and dental diseases, including but not limited to oral diagnoses, dental prostheses, restorative dentistry, oral surgery, treatment of pain and infection in the oral cavity, taking of x-rays, and prescription medications according to the Department of Public Safety policies and procedures.

c. Provide general dental services and education related to oral health and hygiene according to the Department of Public

Safety, Health Care Division, Policy and Procedures for Oral Care attached hereto as Attachment C.

d. Supply and maintain all dental equipment including but not limited to dental chairs, X-ray equipment, autoclaves, dental instruments and disposable supplies.

e. Assure all x-ray equipment is licensed in compliance with HAR Chapter, 11-45. The use of digital x-ray technology is preferred.

f. Use lead aprons and thyroid and cervical collars in compliance HAR, Chapter 16-79, Dentists and Dental Hygienists, Section 16-79-7.

g. Document and maintain records of all care and treatment rendered according to the Department of Public Safety standards and format.

h. Be responsible for payment on all specialty referrals.

i. Conduct monthly inventory audits to assure adequacy of available supplies and timely removal of expiring supplies. No expired supplies shall be used on PSD patients.

j. Provide dental services associated with the fabrication of dental prostheses and shall invoice the State for reimbursement of any associated laboratory fees related to the fabrication of said prostheses. Patients will be required to complete the Prosthesis Purchase Agreement form per the Department of Public Safety, Health Care Division, Policy and Procedures for Aids to Impairment attached hereto as Attachment D.

k. Develop and implement infection control practices in compliance with OSHA and HIOSH guidelines. Including the use of standard precautions, personal protective devices and the proper wrapping, cleaning and sterilization of non-disposable dental equipment and instruments including performing and report of monthly autoclave spore testing to the facility Clinical Section Administrator.

l. Administer and maintain the Inmate Medical Co-Payment Plan as it pertains to dental services per the Department of Public Safety, Health Care Division, Policy and Procedures for Inmate Medical Co- Payment Plan attached hereto as Attachment E.

m. Conduct regular sharps counts and monthly tool inventory counts per the Department of Public Safety, Health Care Division, Policy and Procedures for Tool/Equipment Control attached hereto. Provide documentation of above counts to the facility Clinical Section Administrator.

n. Submit quarterly dental service reports (Attachment F).

o. Be familiar with and adhere to the Department's policies and procedures relating to Oral Care.

3. **SUPERVISION**

The service provider shall receive general supervision from the Department's Health Care Section Administrator.

4. **TRAVEL TIME**

The Provider shall not be paid for travel time.

5. **ATTENDANCE SHEET**

Provider shall sign in and out on the attendance sheet at each health care section. Schedule compliance shall be verified against this sheet.

6. **ADDITIONAL HOURS**.

Dentist shall work only the allocated hours for each facility. Written permission from the Health Care Administrator shall be obtained before working additional hours.

7. LOCKDOWNS

a. **Scheduled Lockdowns**: The Provider will be notified in advance of scheduled lockdowns. The Provider shall arrange with the facility's health care section to have patients called out ahead of the scheduled lockdown, so that dental services will be provided on a continuous basis, or the visit shall be rescheduled and the Provider shall be notified in a timely manner.

b. **<u>Unscheduled Lockdowns</u>**: The Provider shall be required to utilize this time by doing internal audits on dental procedures and documentations.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

The Provider and/or Sub-Provider shall notify each of its employees as well as employees of any subcontractors who provide services to any person committed to the custody of the Director of Public Safety for imprisonment pursuant to Chapter 706, Hawaii Revised Statutes (HRS), including a probationer serving a term of imprisonment pursuant to Section 706-624(2)(a), HRS and a misdemeanant or petty misdemeanant sentenced pursuant to Section 706-663, HRS, about the Hawaii Revised Statutes Section 707-731 relating to sexual assault in the second degree and Section 707-732, relating to sexual assault in the third degree. In addition, the Provider and any subcontractor shall maintain in each of the aforementioned employees and employees of any subcontractors' file, written documentation that the employee has received notice of the statutes.

The Provider and/or Sub-Provider shall employ staff that is suitable to deal with these offenders. The Provider and/or Sub-Provider shall not use persons currently serving a criminal sentence, including any on furlough from a correctional facility, on probation, on parole, or under the terms of a DAG/DANC plea. Any employee with a criminal history shall be subject to review and approval by the Department. The Department of Public Safety will review and agree to the employment of the service provider's staff and sub-providers, in writing. Upon request, the Provider and/or Sub-Provider shall submit any information necessary to determine whether approval will, at the discretion of the Department, be granted. Any changes to staff and/or Sub-Providers shall be subject to the prior written approval of the Department.

2. Administrative

Service provider shall operate their program in accordance with the rules, regulations, and policies of the Department of Public Safety.

Service provider is required to meet the qualifying requirements specified in Chapter 103F, Hawaii Revised Statutes.

Service provider shall maintain and show proof of insurance coverage as detailed in Section One, page 1-11, paragraph XXI, subparagraph-Liability Insurance. The Department of Public Safety shall be named as an additional insured and shall be notified at least thirty (30) days prior to cancellation. Service provider shall provide upon award and annually thereafter, at each funding period or extension, submit to the Corrections Health Care and ASO Contracts Office.

3. Quality assurance and evaluation specifications

This section is not applicable to this RFP.

4. Output and performance/outcome measurements

This section is not applicable to this RFP.

5. Experience

Refer to Section 2.II.A for minimum requirements.

6. Coordination of services

This section is not applicable to this RFP.

7. Reporting requirements for program and fiscal data

a. Service provider shall ensure that an informed consent Form DOC 0427 be completed and signed by the inmate prior to any dental procedures such as tooth extractions, root canal therapy, or other surgical procedures are performed per the Department of Public Safety, Health Care Division, Policy and Procedures for Informed Consent.

b. Service provider shall ensure that the facility nurse records on Form DOC 0417, "Refusal to Consent to Medical or Surgical Treatment", (Attachment D) any inmate's refusal for treatment.

c. Service provider shall submit quarterly reports of dental services. As an alternative the service provider may submit

three months of Dental Statistics Monthly reports on a quarterly basis with a written summary. This report is due by the end of the first month following the end of the quarter.

Failure to comply with the reporting timeframe may result in a fine of $50.00/day until the report is received. Any incurred fines shall be deducted from service provider's service payment.

d. Service provider shall perform monthly autoclave spore count testing. This test result shall be submitted to the facility Clinical Section Administrator. This report is due by the end of the month following the month tested. Failure to comply with the reporting timeframe may result in a fine of $25.00/day until the report is received. Any incurred fines shall be deducted form the service provider's service payment.

e. Service providet shall provide to the PSD Administrative Office upon award and prior to expiration proof of all provider's current licensure and CPR certification on and on-going basis.

C. Facilities

This section is not applicable to this RFP.

IV. COMPENSATION AND METHOD OF PAYMENT

Pricing Structure Based on Unit of Service – Negotiated

Pricing shall be based on a fee schedule/unit of service pricing structure or a capitated, per patient per month rate, for services described in the Department of Public Safety's Policies and Procedures relating to Oral Care, Attachment C. The rates submitted shall be subject to negotiation.

Service provider shall submit monthly itemized invoices, original and three copies, which detail the following:

1. Inmate name;
2. Facility of inmate;
3. Procedures completed;
4. Date of the procedure; and
5. Charge amount

The service provider shall not be compensated for downtime. However, once a visit is scheduled, the nurse supervisor shall make every effort to ensure that enough inmate patients are available on the list.

If a lockdown is scheduled, the visit will be rescheduled and the service provider shall be notified in a timely manner. The service provider shall check with the facility before reporting in to work in case of an unscheduled lockdown.

Section 3

Proposal Application Instructions

Section 3
Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section**.** See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

I. Program Overview

This Section is Not Applicable to this RFP.

Applicants shall give a brief overview to orient evaluators as to the program/services being offered.

II. Experience and Capability

A. Necessary Skills

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

C. Quality Assurance and Evaluation

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

This Section is Not Applicable to this RFP.

D. Coordination of Services

The applicant shall demonstrate its capability to coordinate services with other agencies and resources in the community.

This Section is Not Applicable to this RFP.

E. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

This Section is Not Applicable to this RFP.

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

This Section is Not Applicable to this RFP.

2. Staff Qualifications

This Section Is Not Applicable to this RFP.

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

B. Project Organization

1. Supervision and Training

This Section Is Not Applicable to this RFP.

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart

This Section Is Not Applicable to this RFP.

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

IV. Service Delivery

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item III. - Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

V. Financial

A. Pricing Structure

<u>Pricing Structure Based on Negotiated Unit of Service Rate</u>

In order to determine a price (unit rate) for a unit of service, the applicant and state purchasing agency negotiate the total costs (including agency administration) for operating a program at a specific capacity and divide by the total number of units of service that the program can produce at that capacity.

Applicant shall submit a fee schedule by procedure or an estimated fee to provide the services listed under Attachment C. All rates shall include all costs associated with carry out the terms of the contract, and all applicable taxes. The State reserves the right to negotiate with the applicant on any or all fees proposed.

VI. Other

A. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

Section 4

Proposal Evaluation

Section 4
Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

Evaluation Categories		Possible Points
Administrative Requirements		
Proposal Application		**100 Points**
Program Overview	Not Applicable	
Experience and Capability	20 points	
Project Organization and Staffing	Not Applicable	
Service Delivery	40 points	
Financial	40 Points	
TOTAL POSSIBLE POINTS		**100 Points**

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist
- Certifications

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity orient evaluators as to the service(s) being offered.

Not applicable to this RFP)

1. *Experience and Capability (20 Points)*

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills

• Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.	10
• Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.	10

2. *Service Delivery (40 Points)*

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application.

• Demonstrates through documentation the ability to provide required number of dental office visits	10
• Demonstrates the development and implement of an infection control program in compliance with HIOSH guidelines though the provision of operational polices and procedures addressing workplace precautions, maintenance, cleaning and sterilization of non-disposable dental instruments and equipment and performance of monthly autoclave spore counts. This shall include the documentation and record keeping of such actives.	10
• Utilizes a computerized system of statistical data collection and reporting.	5
• Demonstrates telemedicine capability through clear and concise documentation of methodology to be used.	10
• Submits proof of current State of Hawaii dental and DEA licensure and CPR certification for dental providers who will practice at the correctional facility.	5

- ***Financial (40 Points)***

<u>Pricing structure based on negotiated unit of service rate</u>

• Competitiveness and reasonableness of unit of service, as applicable.	20
• Applicant's proposed budget is reasonable, given program resources and operational capacity.	20

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

A. Proposal Application Checklist

B. Sample Table of Contents

C. Department of Public Safety, Health Care Division, Policy and Procedures for Oral Care

D. Department of Public Safety, Health Care Division, Policy and Procedures for Prostheses

E. Department of Public Safety, Health Care Division, Policy and Procedures for Inmate Medical Co-Payment Plan

Proposal Application Checklist

Applicant: _____ RFP No.: PSD 12-HCD-05

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the purchasing agency as part of the Proposal Application. SPOH forms ore on the SPO website. See Section 1, paragraph II Website Reference.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	**X**	
Proposal Application Checklist	Section 1, RFP	Attachment A	**X**	
Table of Contents	Section 5, RFP	Section 5, RFP	**X**	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	**X**	
Tax Clearance Certificate (HCE Certificate of Complicance)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	**X**	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Proof of Insurance	Section 1, RFP	Section 1, RFP	**X**	

_____ Authorized Signature

_____ Date

Organization: _____
RFP No: _____

Sample

Proposal Application
Table of Contents

I. Program Overview 1

II. Experience and Capability 1
- **A.** Necessary Skills 2
- **B.** Experience 4
- **C.** Quality Assurance and Evaluation 5
- **D.** Coordination of Services 6
- **E.** Facilities 6

III. Project Organization and Staffing 7
- **A.** Staffing **7**
  1. Proposed Staffing 7
  2. Staff Qualifications 9
- **B.** Project Organization 10
  1. Supervision and Training 10
  2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)

IV. Service Delivery 12

V. Financial 20
See Attachments for Cost Proposal

VI. Litigation 20

VII. Attachments
- **A.** Cost Proposal
  SPO-H-205 Proposal Budget
  SPO-H-206A Budget Justification - Personnel: Salaries & Wages
  SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
  SPO-H-206C Budget Justification - Travel: Interisland
  SPO-H-206E Budget Justification - Contractual Services – Administrative
- **B.** Other Financial Related Materials
  Financial Audit for fiscal year ended June 30, 1996
- **C.** Organization Chart
  Program
  Organization-wide
- **D.** Performance and Output Measurement Tables
  Table A
  Table B
  Table C
- **E.** Program Specific Requirements

	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: 05/12/2003	POLICY NO.: COR.10.1E.06
		SUPERSEDES (Policy No. & Date): COR.10D.15 01/09/98	
	SUBJECT: ORAL CARE		Page 1 of 5

No. 2003-468

Attachment C Oral Care

1.0 PURPOSE

To provide oral care to inmates under the direction and supervision of a dentist licensed in the State.

2.0 REFERENCES AND DEFINITIONS

.1 References

a. HRS, Section 26-14.6, Department of Public Safety; and Section 353C-2, Director of Public Safety, Powers and Duties.

b. National Commission on Correctional Health Care Standards for Prisons and Jails, (2003), Oral Care.

c. American Dental Association.

d. American Correctional Association Standards for Adult Local Detention Facilities, (1991), dental Screening and Examination.

e. Department of Public Safety Policy and Procedures Manual,
COR.10A.16, Inmates Requesting Private Medical Care Provider.
COR.10.1G.11, Prostheses
COR.10.1H.05, The Transfer of Medical Records.

.2 Definitions

a. Universal Dental Recording System: A mean of identifying teeth by number.

b. Prosthetics: Artificial devices to replace missing body parts; in this case, dentures, bridges, etc.

3.0 POLICY

.1 Dental examinations and treatments for inmates shall be performed by, and under the direction and supervision of, a dentist licensed to practice in the Sate of Hawaii.

.2 Dental care of inmates shall be timely and includes immediate access for urgent or painful conditions. The inmate's serious urgent and emergent dental needs shall be met.

4.0 PROCEDURES

.1 Dental screening of newly admitted inmates shall occur within fourteen (14) days of admission into the Department of Public Safety (PSD) jail facilities and seven (7) days after admission to prison facilities. Inmates who transfer from one PSD facility to another who received a dental screen while at the sending facility do not require a new screening at the receiving facility if the documentation in the dental record is received within the 14 to 7 days respectively.

.2 The dental screening shall include visual observation of the teeth and gums, noting any gross abnormalities which require immediate referral to a dentist. Health staff with documented training by a dentist can perform dental screens. The screening shall be recorded in the dental record.

.3 Instructions in oral hygiene and preventive oral education are given within one (1) month of admission by a dentist, dental hygienist, or health staff with documented training by a dentist.

.4 A dentist shall perform a dental examination on all inmates within thirty (30) days of admission to a PSD prison facility and within one (1) year of admission to a PSD jail facility. Inmates who transfer from one PSD facility to another who received a dental screen while at the sending facility do not require a new examination at the receiving facility if the documentation in the dental record transfers with the inmate.

Inmates who are re-admitted and who received a dental examination and treatments within the past year do not require a new examination unless so determined by the supervising dentist.

.5 Dental examinations shall include taking the patient's dental history, and extraoral head and neck examination, charting of teeth and examination of hard and soft tissue of the oral cavity with a mouth mirror, explorer and adequate illumination. The examination results shall be recorded on Form DOC 0424 Dental Examination (Attachment A) utilizing a number system, such as the Universal Dental Recording System (e.g., 1-32, A -T).

Attachment C - Oral Care

.6 Oral treatment shall be prioritized for emergencies, acute injuries to the teeth, acute injuries to the oro-facial complex, infection control, pain management, proper mastication and maintaining the patients' health status.

.7 Bitewing x-rays and additional radiographs may be taken at the time of the patient's first treatment appointment and thereafter as indicated.

.8 Each inmate shall have access to the preventive benefits of fluorides in a form determined by the dentist to be appropriate for the needs of the individual.

.9 Extractions shall be performed in a manner consistent with community standards of care and adhering to the American dental association's clinical guidelines. Extractions are limited to the following:

1. Non-restorable teeth;
2. Periodontally compromised teeth; and
3. Severe, acute or chronic infection.

Informed patient consent for extractions is required on DOC 0427, Consent to Operation, Post Operative Care, medical Treatment, Anesthesia or Other Procedure (Attachment B).

.10 Inmates can seek private dental care at their own expense under COR.10A.16, Inmates Requesting Private Medical Care Provider. For security reasons, dental staff should encourage the private provider to come to the facility to provide the services. Approval for private provider care must be approved by the Correctional Health Care Administrator or designee.

.11 Medical reviews of any inmates to be transferred to another correctional facility shall include consideration of any pending dental work. Should an inmate's pending transfer involve a facility at which an institutional dentist is not readily available and the inmate has major uncompleted dental work pending, the inmate shall not be transferred until dental services have been completed.

.12 All dental records shall be confidential. These records shall be maintained for all patients and shall include as indicated the:

Attachment C - Oral Care

a. Dental Treatment Record, DOC 0409 (Attachment C).

b. Dental Health Questionnaire, DOC 0411 (Attachment D).

c. Refusal to consent to Medical/Surgical Treatment/Medication, DOC 0417 (Attachment E).

d. Dental Examinations.

e. Consent to Operation, Post Operative... DOC 0427, (Attachment B).

f. Perio Chart.

g. Dental Problem Sheet, DOC 0475 (Attachment F).

h. Medical Needs Memo, DOC 0449 (Attachment G).

i. Consultation Record, doc 0406 (Attachment H).

j. X-rays.

.13 When an inmate transfers to another PSD facility, the dental record shall be packed with the medical record and transferred according to P & P COR.10E.03, The Transfer of Medical Records.

.14 Dental records shall be notated in S-O-A-P or problem oriented format. All notes shall include the client's complaint, the examination, the diagnostic impression, and the treatment and treatment plans.

.15 Form DOC 0406 Consultation Record shall accompany the inmate to an outside dental referral. DOC 0406 will also be used when a dental consultant comes to the facility. The Consultation Record and the consultant's report shall be filed in the Consultation Index of the medical record. A copy of the consultation Record and consultant's report shall be filed in the dental record.

.16 All dental staff shall practice universal infection controls and infection controls. Infection control practices are defined by the American Dental Association and the Centers for Disease control and Prevention as including sterilizing

Attachment C - Oral Care

instruments, disinfecting equipment, and properly disposing of hazardous waste.

No inmate shall be denied dental treatment because of an infectious condition.

.17 Reviews of dental services will be included in the PSD health services quality assurance program as described in P & P COR.10A.05, Quality Improvement Program.

5.0 SCOPE

This policy and procedure applies to all correctional facilities and their assigned personnel.

APPROVAL RECOMMENDED:

Kay A Bauman MD
Medical Director

5/21/03
Date

Correctional Health Care Administrator

4/3/03
Date

Deputy Director for Corrections

5.10.03
Date

APPROVED:

Director

5/12/03
Date

Attachment C - Oral Care

Attachment A

CATEGORY CLASSIFICATION: _____

FACILITY _____

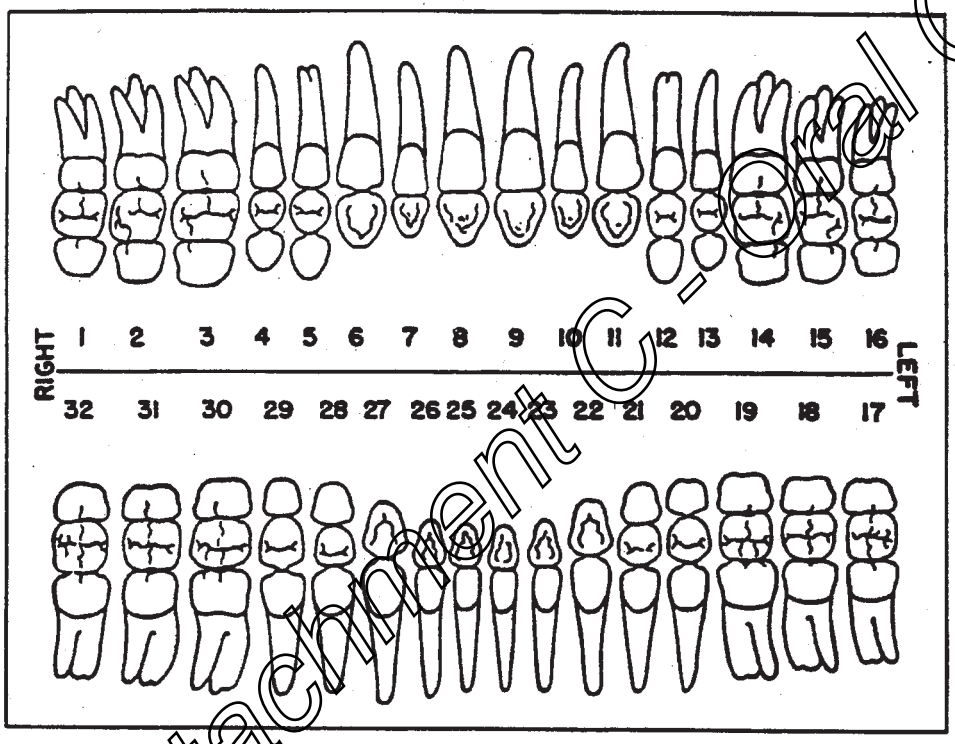
STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY

DENTAL EXAMINATION

NAME _____ D.O.B. _____ SSN _____

Date Admitted _____ Exam Date _____

Medical Alert _____



Classifications:

Plaque _____

Stain _____

Calculus deposits _____

Slight____ Mod____ Severe____

Gingiva _____

Recession _____

Periodontal Condition _____

Prosthetics: FUD FLD PUD PLD

B. EXTRAORAL INSPECTION	Normal	Abnormal
Face		
Head		
Neck		
Lymph Nodes		
TMJ		
C. ORAL INSPECTION		
Lips		
Vestibule		
Mucosa		
Pharynx		
Tonsils		
Gingiva		
Palate		
Tongue		
Floor of the Mouth		

COMMENTS: _____

Attachment C - Dental Care

Attachment B

CONSENT TO OPERATION, POST OPERATIVE CARE, MEDICAL TREATMENT, ANESTHESIA, OR OTHER PROCEDURE

Patient: _____
SSN: _____ DOB: _____
Facility: _____ Date: _____

You have the right and obligation to make decisions concerning your health care. The physician must provide you with the information and advice concerning the proposed procedure so that you can make an informed decision.

(1) Explain the nature of the condition(s) in professional and ordinary language.
PROFESSIONAL: _____

ORDINARY LANGUAGE: _____

AT _____

(2) Describe procedures(s) to be performed in professional and ordinary language, if appropriate.
PROFESSIONAL: _____

ORDINARY LANGUAGE: _____

AT _____

(3) I recognize that, during the course of the operation, post operative care, medical treatment, anesthesia, or other procedure, unforeseen conditions may necessitate my above-named physician and his or her assistants, to perform such surgical or other procedures as are necessary to preserve my life and bodily functions.

(4) I have been informed that there are many significant risks, such as severe loss of blood, infection, cardiac arrest and other consequences that can lead to death or permanent or partial disability, which can result from any procedure.

(5) No promise or guarantee has been made to me as to result or care.

Any section below which does not apply to the proposed treatment may be crossed out. All sections crossed out must be initialed by both the physician and the patient.

(6) I consent to the administration of (general, spinal, regional, local) anesthesia by my attending physician, by an anesthesiologist, a nurse anesthetist, or other qualified party under the direction of a physician as may be deemed necessary. I understand that all anesthetics involve risks that may result in complications and possible serious damage to such vital organs as the brain, heart, lungs, liver and kidney.

These complications may result in paralysis, cardiac arrest and related consequences or death from both known and unknown causes.

(7) I consent to the use of transfusion of blood and blood products as deemed necessary. I have been informed of the risks which are transmission of disease, allergic reactions, and other unusual reactions.

(8) Any tissue or part surgically removed may be disposed of by the hospital or physician in accordance with accustomed practice.

(9) Any additional comments may be inserted here:

_____

_____

(10) I have had the opportunity to ask questions about this form.

FULL DISCLOSURE

[ ] I AGREE TO AUTHORIZE THE PROCEDURE DESCRIBED ABOVE AND I AGREE THAT MY PHYSICIAN HAS INFORMED ME OF THE:

a) DIAGNOSIS OR PROBABLE DIAGNOSIS.
b) NATURE OF THE TREATMENT OR PROCEDURE RECOMMENDED.
c) RISKS OR COMPLICATIONS INVOLVED IN SUCH TREATMENT OR PROCEDURES.
d) ALTERNATIVE FORMS OF TREATMENT, INCLUDING NON-TREATMENT, AVAILABLE.
e) ANTICIPATED RESULTS OF THE TREATMENT.

_____ _____
Patient/Other Legally Responsible Person Sign, If Applicable Date

_____ _____
Physician Date

Attachment C - Oral Care

STATE OF HAWAII

DEPARTMENT OF PUBLIC SAFETY

DENTAL TREATMENT RECORD

NAME:

DATE	TOOTH #	TREATMENT RECEIVED

Attachment C - Oral Care

DOC 409 (06/92)

CONFIDENTIAL

Attachment D

DENTAL HEALTH QUESTIONNAIRE

NAME: _____ SSN: _____
(LAST) (FIRST) (MI)

FACILITY: _____ DOB: _____ SID: _____

In the following questions, circle yes or no, whichever applies. Your answers are for our records only and will be considered confidential.

1. Has there been any change in your general health within the past year — YES NO
2. My last dental/physical examination was on _____
3. Are you under the care of a physician — YES NO
   If so, what is the condition being treated _____
4. Have you had any serious illness or operation — YES NO
   If so, what was the illness or operation _____
5. Have you been hospitalized or had a serious illness within the past 5 years — YES NO
   If so, what was the problem _____
6. Do you have or have you had any of the following diseases or problems:
   a. Rheumatic fever or rheumatic heart disease — YES NO
   b. Heart problems (heart trouble, heart attack, coronary insufficiency, coronary occlusion, arteriosclerosis, stroke) — YES NO
   c. High blood pressure — YES NO
   d. Allergy — YES NO
   e. Sinus trouble — YES NO
   f. Asthma or hay fever — YES NO
   g. Fainting spells or seizures — YES NO
   h. Diabetes — YES NO
   i. Hepatitis, jaundice or liver disease — YES NO
   j. Arthritis — YES NO
   k. Inflammatory rheumatism (painful swollen joints) — YES NO
   l. Stomach ulcers — YES NO
   m. Kidney trouble — YES NO
   n. Tuberculosis — YES NO
   o. Low blood pressure — YES NO
   p. Venereal disease — YES NO
   q. AIDS, HIV+, HIV- — YES NO
   r. Other — YES NO
7. Have you had abnormal bleeding associated with previous extraction's, surgery, or trauma — YES NO
   a. Do you bruise easily — YES NO
   b. Have you ever required a blood transfusion — YES NO
   If so, explain the circumstances _____
8. Do you have any blood disorder such as anemia — YES NO
9. Have you had surgery or X-ray treatment for a tumor, growth or other condition of your head or neck — YES NO
10. Are you taking any drug or medicine — YES NO
    If so, what _____
11. Are you allergic or have you reacted adversely to any medicines — YES NO
12. Have you had any serious trouble associated with any previous dental treatment — YES NO
    If so, explain _____
13. Do you have any disease, condition, or problem not listed above that you think I should know about — YES NO
    If so, explain _____

_____

_____
Signature of patient & date

Attachment C - Oral Care

Attachment I

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY

REFUSAL TO CONSENT TO MEDICAL/SURGICAL/DENTAL TREATMENT/MEDICATION

NAME:_____ SSN:_____ SID:_____

DOB:_____ FACILITY:_____ DATE:_____ TIME:_____

I, the undersigned patient, refuse the following treatment and/or medication: _____

_____

_____

(Describe Treatment and/or Medication)

The risk of refusing treatment or medication has been explained to me and I accept the risk involved. I release the State, the Department, the facility, the Health Care Division, and its medical personnel from any responsibility whatever for any unfavorable reaction, outcome, or any untoward results due to this refusal on my part to accept treatment or medication.

_____ _____ _____
(Print Name of Patient) (Signature of Patient)* (Date)

I, the undersigned, have explained to the above named patient the risk involved in refusing treatment or medication recommended for the patient's continued good health.

_____ _____ _____
(Print Name) (Signature & Title) (Date)

A referral has been made to the attending physician: YES NO

I have reviewed this case and if necessary have further counseled this patient on the risk of refusing treatment or medication.

_____ _____ _____
(Print Name of Provider) (Signature & Title) (Date)

** If the patient refuses treatment and/or medication and refuses to sign this consent, please have refusal witnessed by another correctional employee.*

I have witnessed the above named patient refuse the recommended treatment or medication and I have also witnessed the patient's refusal to sign this consent form.

_____ _____ _____
(Print Name & Title) (Signature & Title) (Date)

DOC 0417 (3/95) CONFIDENTIAL

Attachment C Oral Care

STATE OF HAWAII

DEPARTMENT OF PUBLIC SAFETY

DENTAL PROBLEM SHEET

Name:_____ Facility:_____

	Problem	Date Observed	Date Completed	NOTES
1.				
2.				
3.				
4.				
5.				
6.				
8.				
9.				
10.				
11.				
12				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				

Attachment C - Oral Care

Attachment G

MEDICAL NEEDS MEMO

Facility: _____ Date: _____

TO: _____ FROM: _____
(Signature/Title of Provider)

Inmate _____ Housed in _____
(Print Inmate's Name)

_____

_____

DURATION: _____Days; _____ Weeks; _____ Months; _____ Indefinitely

Duration not to exceed three months for medication reviews for chronic illnesses.
***Health Status Classification Report required if there is a *significant* change in health status.**

Original: UTM/ACO/Work Supervisor
Canary: Medical Record
Pink: Inmate

DOC 0449 (12/2002) CONFIDENTIAL

Attachment C - Oral Care

Attachment H

CONSULTATION RECORD

Facility _____ S.I.D. _____

Name Last First Initial DOB SSN

REQUEST TO: DATE OF APPOINTMENT: TIME:

REASON FOR CONSULTATION:

Date_____ Requesting Physician_____M.D.

CONSULTANT'S REPORT (HISTORY, FINDINGS, DIAGNOSIS, RECOMMENDATIONS)

_____M.D.
Consultant's Signature

*Complete Form Doc 0497 if a significant change in health status has occurred.

Original: HCU
Yellow: Consultant's Copy

DOC 0406 (11/97) **CONFIDENTIAL**

Attachment C - Oral Care

	DEPARTMENT OF PUBLIC SAFETY	EFFECTIVE DATE: 12/29/08	POLICY NO.: COR.10.1G.10
	CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	SUPERSEDES (Policy No. & Date): COR.10.1G.11 (05/06/2003)	
	SUBJECT: AIDS TO IMPAIRMENT		Page 1 of 3

1.0 PURPOSE

To purpose of this policy is to establish guidelines for the purchase of medically indicated prostheses, orthosis and mechanical devices.

2.0 REFERENCES AND DEFINITIONS

.1 References

a. Hawaii Revised Statutes, Section 26-14.6, Department of Public Safety; and Section 353-2, Director of Public Safety, Powers and Duties.

b. National Commission on Correction Health Care, Standards for Health Services in Prisons and Jails (2008).

c. American Correctional Association, Standards for Adult Correctional Institutions

.2 Definitions

a. Prosthesis: Artificial devices to replace missing body parts or augment the function of a natural function such as a hearing aid.

b. Orthosis/Orthotic Devices: appliances for the immobilization or stabilization of a body part to prevent deformity, protect against injury or assist with function can include slings, splints, braces, etc.

c. Mechanical Device: wheelchairs, patient lifts, motorized assistive devices

d. Assistive Device: Any single or combination of prosthetic, orthosis or mechanical devices that assist a person in

3.0 POLICY

.1 Physicians and dentists may prescribe medically necessary prosthetics when indicated to aid function or when the health of the patient would be adversely affected.

.2 The patient is responsible for all fees, costs and the care of the prosthetic, orthosis or mechanical device. The patient's mandatory minimum sentence,

Attachment D - Prostheses

his or her ability to pay for the prosthesis and more cost effective alternatives shall be considerations when approving a prosthetic purchase.

.3 Authorizations is required by the HCDA (Health Care Division Administrator) for recommended prosthetics, orthoses and mechanical devices in excess of two hundred dollars ($200).

.4 All outstanding medical cost obligations owed by the inmate shall be deducted from the inmate's account prior to the release of any account balance to the inmate.

4.0 PROCEDURES

.1 Prostheses, orthoses or mechanical devices shall be searched during intake, including the removal of the device, if necessary. The Health Care Section (HCS) shall be notified immediately when a device is to be confiscated. A physician shall determine the medical necessity of the device. If deemed not medically necessary, it will be removed, recorded and managed as the inmate's property.

.2 Provisions shall be made for an inmate to purchase and maintain an assistive device including corrective eyeglasses, hearing aids, dentures, artificial limbs, wheelchairs and orthopedic appliances when ordered by a treating State physician or dentist.

.3 Any inmate with a physical disability or impairment may request an assistive device through the sick call process. The inmate shall be referred to the facility physician or dentist, who shall determine whether or not the requested device is medically necessary. Only devices deemed medically necessary shall be considered for use in the facility.

.4 Approval from the HCDA is required prior to the purchase when the applicable provider fee and the cost of the prosthetic exceed two hundred dollars ($200) and the inmate is using the health care payment plan to pay for the cost of the device. The facility health authority or designee is responsible for reviewing and approving purchases totaling less than two hundred dollars ($200).

.5 The patient's mandatory minimum sentence, ability to pay and the availability of cost effective alternatives shall be considered during the approval process.

.6 When a payment plan is utilized for authorized purchases by inmates with insufficient funds; funds shall be withdrawn from the inmate's account whenever there is more than ten dollars ($10) in the account. Use a joint

Attachment D - Prostheses

fund. The inmate shall sign form DOC 0477, Prostheses Purchase Agreement authorize the withdrawal of funds to pay for the device.

.7 Furloughed inmates require the collection of at least one-half the cost of applicable fees and the prosthetic at the time of the initial examination and measurement. Any purchase that will result in a balance in excess of $200.00 requires the authorization of the HCDA. The balance shall be an agreed upon amount paid at regular intervals. Payment shall be made to the HCS by cashier's check or money order. The furloughed inmate shall sign Form DOC 0477-B Furloughee Prosthesis Purchase Agreement.

.8 An inmate may refuse the purchase of a recommended prosthetic. A refusal of a prosthetic by an inmate shall be documented on form DOC 0417, Refusal to Consent to Medical/Dental Treatment/Medications.

5.0 SCOPE

This policy and procedure applies to all correctional facilities and their assigned personnel.

APPROVAL RECOMMENDED:

Kay A Bayman MD, MPH 12/22/08
Medical Director Date

12/22/08
Health Care Division Administrator Date

12/22/08
Deputy Director for Corrections Date

APPROVED:

Director
12/29/08
Date

Attachment D - Prostheses

	DEPARTMENT OF PUBLIC SAFETY CORRECTIONS ADMINISTRATION POLICY AND PROCEDURES	EFFECTIVE DATE: MAR 30 2010	POLICY NO.: COR.10.1A.13
		SUPERSEDES (Policy No. & Date): COR.10.1A.13 (10/09/07)	
	SUBJECT: INMATE MEDICAL CO-PAYMENT		Page 1 of 4

1.0 PURPOSE

The purpose of this policy is to provide guidelines and an organized process for inmate co-payments of certain medical services.

2.0 REFERENCES AND DEFINITIONS

.1 References

a. Hawaii Revised Statutes; Section 26-14.6, Department of Public Safety; and Section 353C-2, Director of Public Safety, Powers and Duties.

b. National Commission on Correctional Health Care, Standards for Health Services in Prisons and Jails, Position Statement, (2003).

.2 Definitions

a. Co-payment: A nominal amount paid by an individual for certain health care services.

b. Indigent: An inmate with less than ten dollars ($10.00) of income in his or her spendable or restricted accounts.

c. Episode of care: From the beginning of treatment for a particular injury or illness until there is no longer any required follow-up care as determined by the health care provider.

d. Infirmary: A designated area within a facility that is expressly set up and operated for the purpose of caring for patients who do not need hospitalization, but whose care cannot be managed safely in the general population setting.

e. Retrospective Billing System: This is not an accounting method. The terminology describes a system that charges the patient for medical services after the service is rendered to ensure access to health care.

3.0 POLICY

.1 Inmates shall not be denied access to health care or necessary medical treatment because of their inability to pay the co-payment fee.

.2 There shall be a retrospective billing system for medical services rendered.

4.0 PROCEDURES

.1 Within twenty-four (24) hours of admission inmates shall be given written information about their responsibility to the medical co-payment plan; the self-purchase/self-

Attachment E - Medical CoPayment

administration over-the-counter medication program, prosthetic purchases and other information regarding health care services.

.2 During the time of the fourteen (14) day physical, the inmate shall review and sign an agreement informing him or her of the medical co-payment for inmate initiated services, and the inmate's responsibility regarding other medical services on Form DOC 0459, Medical Co-Payments, Over-The-Counter Medications, Prosthetics Purchase Agreement (Attachment A).

.3 There shall be a co-payment charge of three dollars ($3.00) per visit for identified medical and dental services requested by the inmate. There will be no charge for a return to clinic if ordered by the physician for an episode of care requested by the inmate. Subsequent visits related to the initial request shall include a co-payment if not initiated or scheduled by a health care provider.

.4 Assigned medical staff shall total the co-payment cost of services and provide it to each inmate on request. Form DOC 0414, Co-Payment Cost For Medical Services (Attachment B) shall be submitted to the facility fiscal office every Monday. On holidays that fall on a Monday, the forms should be submitted to the facility fiscal office on the Friday preceding the Monday holiday.

.5 <u>For infirmary services</u> related to inmate elective medical procedures, the inmate shall pay the full cost of the infirmary stay per day. Infirmary cost shall be estimated using per day cost of semi-private rooms in a community hospital (e.g. Hilo Hospital, Maui Memorial, Leahi Hospital). The inmate will pay the full cost of any medications or medical supplies that by necessity are prescribed by the health care provider. The inmate must have sufficient funds to cover the estimated cost of the infirmary stay prior to the elected procedure. The charges shall be totaled and submitted to the facility fiscal office on the day of discharge. To calculate the infirmary length of stay, the date of admission shall not be counted and the date of discharge shall be counted. An admission and release on the same day is counted as one day.

.6 The co-payment charge shall be deducted from the inmate's account at the time the charges are filed provided there is a balance of over ten dollars ($10.00) in the account. If there is more than ten dollars in the account but less than the total co-payment amount owed by the inmate, the difference shall be deducted from the account.

.7 If an inmate is indigent at the time the charge is posted, the facility fiscal officer shall so indicate on DOC Form 0414 and return the form to the Health Care Section. The inmates debt will be resubmitted with the next batch of names on the following Monday and so forth.

.8 If an inmate disputes a bill relating to the medical co-payment, he or she may request a review of the medical co-payment bill and his or her account record. If the review fails to resolve the error, the inmate may grieve items still in dispute.

.9 The facility fiscal office shall submit to the Director through the chain-of-command, with a copy to the facility nurse manager, the annual amount of funds recovered by the facility through the inmate co-payment plan for the calendar year.

.10 The following services are exempt from the medical co-payment fee:

Attachment E - Medical Co-Payment

a. Medical, mental health, and dental admission screenings, examinations, and diagnostic tests required by law, regulations, out-of-court settlements, the Department or the National Commission on Correctional Health Care standards for jails and prisons.

b. Inmates requesting Mental Health services.

c. Mental health referrals by medical staff or correctional employees.

d. Inmate requested diagnostic testing for suspected sexually transmitted diseases, HIV/AIDS, tuberculosis, or hepatitis.

e. Clinic visits to assess or clear an inmate for transfer, assignment to programs, work assignments, treatment facilities, or therapeutic communities.

f. Physician ordered infirmary admissions.

g. Industrial injuries.

h. Visits scheduled at the request of a health care provider. These visits may include, but are not limited to:

1. Diagnosis, treatment and care of communicable diseases;

2. Diagnosis, treatment and care of chronic illnesses, including regularly scheduled clinics or workshops for chronic disease management;

3. Dietetic consultations for chronic disease management;

4. Pre- and post-natal care and examination.

.11 Inmates shall be charged a co-payment for the following services:

a. Inmate requested medical and dental treatment;

b. Inmate requests for a dietetic consultation not related to a medical condition or a chronic disease.

.12 Special needs inmates with mental health disabilities or disorders that interfere with the ability to carry our normal activities are exempt from the co-payment plan. This includes, but is not limited to, instances of self-mutilation, suicide attempts or inmates in special holding or therapeutic housing units.

Inmates are required to pay the co-payment fee when treated for self-induced injury. This includes, but is not limited to:

a. Instigated fights with other inmates or staff, or deliberately punching, kicking, hitting, banging, etc., movable or immovable objects;

b. Recreational injuries.

Attachment E - Medical Copayment

5.0 SCOPE

This policy and procedure applies to all Correctional facilities and their assigned personnel.

APPROVAL RECOMMENDED:

Medical Director — Date 3/22/10

Health Care Division Administrator — Date 3/22/10

Deputy Director for Corrections — Date 3/30/10

APPROVED:

Director

Date 3/30/10

Attachment E - Medical CoPayment

DEPARTMENT OF PUBLIC SAFETY

INMATE MEDICAL CO-PAYMENT, PROSTHETICS, AND OVER-THE-COUNTER MEDICATION PURCHASES AGREEMENT

Facility _____ Date:_____

1. Did you receive a pamphlet at intake that describes the Department's medical services for inmates? YES ☐ NO ☐.

2. If you answered no to question number one, have you been issued a pamphlet by the nurse during this interview? YES ☐ NO ☐ N/A ☐

3. Have you been informed by the nurse about inmate medical co-payments? YES ☐ NO ☐

4. Have you been informed by the nurse about inmate prosthetic purchases? YES ☐ NO ☐

5. Have you been informed by the nurse about over-the-counter medication purchases from the commissary (inmate store)? YES ☐ NO ☐

By signing this form, you are agreeing that you have been informed of the inmate medical co-payment plan and your responsibility to pay a three-dollar ($3.00) co-payment fee when you seek non-emergency medical treatment. Treatment for communicable diseases, chronic diseases, emergency treatment, and medical screenings are exempt from the inmate medical co-payment. By signing this form you are also agreeing that you have been informed about purchasing prosthetics and over-the-counter medications.

_____ Print Name of Inmate

_____ Name and Title of Health Care Staff

_____ Inmate's Signature

_____ Staff Signature

_____ Date

_____ Date

Original: Medical Record (Consent Index)
Canary: Inmate's Copy

DOC 0459 (7/98) CONFIDENTIAL

Attachment E - Medical CoPayment

COST SHEET FOR MEDICAL CO-PAYMENT SERVICES

FACILITY: _____ DATE: _____

NAME	SID	SSN	SERVICE CODE	SERVICE DATE	COST	PAID

Attachment E - Medical CoPayment

CODES: **01** MEDICAL; **02** DENTAL; **03** MENTAL HEALTH; **04** INFIRMARY; **05** SUPPLIES/MEDICATIONS

Original: Fiscal
Copy: Medical Unit

DOC 0414 (12/98)

CONFIDENTIAL