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Page 3, Line 25

Delete the word "use" and insert the word "recognize"  
(The change of the two words will allow the state to recognize as well as use the national conference examination, which is given upon completion of mortuary science college. It would additionally reduce future expenses to both the licensee and the state for the administration of the examination thus reducing duplication.) (In utilization of the conference examination the state will not have to draft its own examination, thus further reducing the cost of administration of this portion of the statute.)

Page 4, Line 9

Add a new subparagraph (e) as follows: "(e) If the applicant has successfully passed the Conference of Funeral Service Examining Boards of the United States, Inc. examination, he will be exempted from subjects other than state laws."  
(This addition would further reduce the time and money spent by both the licensee and the state in the administration of examinations, in as much as the conference examination is given at all colleges of mortuary science upon completion of the schooling requirements. Additionally costs could be reduced.)

Page 4, Line 17

After the word "except" delete "for the apprenticeship and"  
(If a license is going to be recognized from another state and that person is duly licensed, there is no reason that he should be required to serve an apprenticeship. This is just one way to obtain cheap help at the expense of an already qualified person and would make it more difficult to attract labor to this state.)

Page 4, Line 19

After the word "practiced" delete "mortuary science" and insert "under said license". After the word "year" insert a semi-colon " ;)"  
(The term must be changed to be consistent with the existing wording in the above section when it refers to embalmer and funeral director. There are too many different terms being used and will only create confusion.)

Page 4, Line 20

Delete "in a state where he is licensed"  
(This wording is just being redundant about the license. Additionally many people work under said license in various states without being licensed in that state, for short periods of time, combined totaling a year before settling down. This area is going to further restrict the reciprocity of a license when someone is duly licensed in another state, and reduce the availability of labor to local business.)

Page 5.

Before Sec. 08.42.090 an entire new section on Apprenticeship should be included. (See Attached recommendation.) (ALL subsequent sections will have to be re-numbered.)

Page 5, Line 22

Delete the words "while death is" and insert "immediately before an" and after the word "impending" add the word "death"  
(This change brings the other amendments that were made in to total consistence. Subparagraphs (8), (9), (10) were changed in the Senate before the bill was passed, but this subparagraph was overlooked.)

Page 6, Line 18

Add before the word "After" the markings for a subparagraph "(a)"  
(To keep consistence with the adding of a new subparagraph (b) which follows.)

Page 7, Line 2

Add a new subparagraph "(b)" as follows: "(b) This permit shall be issued with credit applied to the business license, with the permit fee not to exceed \$25.00."

(This provision was included because members of the association, felt that this was just going to create additional expenses, over and above the cost of two licenses. Presently payment of the embalmers license fee is credited against the business license. These professional licenses can be personally deducted from income tax, but an establishment permit cannot be other than through the business. Presently like all businesses we pay large amounts of taxes even before income tax is computed.)

Page 7, Line 9

This subparagraph (3) should be deleted entirely and definitions for "Embalming", "Embalmer", "Funeral Directing", and "Funeral Director".  
(The present definition is trying to be all inclusive when in fact it cannot. Additionally, we see that it has been amended to include cremation of dead human bodies, when in fact cremation has nothing to do with the practice of mortuary science, but in fact is a method of final disposition, such as burial, entombment, etc. This provision again would be giving a monopoly to funeral establishments to operate a crematory.) (See Attached definitions for substitution.)

Page 7, Line 13

This subparagraph (4) should be deleted entirely and a definition for "Apprenticeship" be included. "(4) Apprenticeship means a person engaged in learning the practice of embalming and/or funeral directing under the direct supervision of an individual licensed to practice embalming and/or funeral directing under the laws of this state. An Apprentice must be registered with the department in order to receive credit for time served."

Page 7, Line 20

Add a definition for "Restore"

"Restore means those areas of reconstructive surgery (plastic surgery and demi-surgery) applied to a dead human body. This does not include Cosmetology or Hairdressing (Barber/Beautician).

Page 8, Line 4

After the word "of" delete "rendering the service or"  
(continued)

This is an area that has been debated since the bill was introduced as HB509 over a year ago. The words "rendering service" are ambiguous - does it mean rendering any type of service or funeral services meaning the ceremony. We contend that this confusion will lead to future court problems. From the time we first answer the telephone and are informed of a death, we as funeral service personnel are rendering service. We strongly agree that before the time of the funeral ceremony and before the time of providing merchandise that a written contract must be completed, but this cannot be accomplished before we render any services. If completed arrangements are to be made before any services (of any type) are provided, then the State of Alaska and the Hospitals will have to provide removal services of remains to a state or hospital morgue, pending completed arrangements with a funeral establishment, thus increasing costs to the state of having to have personnel and facilities staffed and available when a death occurs.

PRE-NEED MERCHANDISE AND SERVICES TRUST FUND

58 916 Am

Section 1. Definitions.

As used in this Act:

(a) "Agent" means an individual authorized by a seller to offer, or sell or solicit the purchase of a pre-need contract on behalf of the seller.

(b) "Beneficiary" means the person for whose benefit funeral and/or cemetery merchandise or services are furnished or performed pursuant to a pre-need contract, whether it be the buyer of such a contract or someone else designated by the buyer.

(c) "Buyer" means the purchaser of a pre-need contract.

(d) "Cemetery Company" means any individual, partnership, corporation or association, owning or controlling cemetery lands or property and engaged in the operation of cemetery business in this state.

(e) "Cemetery merchandise" means those items normally supplied by a cemetery company under a pre-need contract, including urns, vases, grave liners, burial vaults, crypts, memorial bases, and other similar merchandise, but does not include the sale of interment, entombment or inurnment space.

(f) "Cemetery services" means those services normally performed by a cemetery company under a pre-need contract for the opening and closing of graves, crypts and niches, foundation installation, and other services in relation thereto.

(g) "Department" means the Department of Commerce.

(h) "Funeral establishment" means any individual partnership, corporation or association owning or controlling a properly licensed funeral home engaged in operation in this state.

(i) "Funeral merchandise" means those items normally supplied by a funeral establishment under a pre-need contract, including caskets, burial vaults, clothing and other similar merchandise.

(j) "Funeral services" means those services normally performed by a funeral establishment under a pre-need contract, for funeral services.

(k) "Person" includes natural persons, partnerships, firms, associations, and corporations residing in or doing business in this State.

(l) "Pre-need contract" means a contract for the purchase of funeral and/or cemetery merchandise or services to be furnished or performed at a future date for a specific consideration which is paid in advance by one or more payments in one sum or by installment payments.

(m) "Seller" means any person selling a pre-need contract.

(n) "Trust fund" means funds deposited with a trustee by a seller pursuant to a pre-need contract.

(o) "Trustee" means any state or national bank, trust company, or federally insured savings and loan association authorized to transact such business in the State of Alaska, and designated as trustee of the trust fund in a pre-need contract.

## Section 2. Application.

Except as hereinafter provided, no person or other legal entity shall, directly or indirectly, solicit or enter into a pre-need contract for the sale of funeral and/or cemetery merchandise or services which may be used in connection with the final disposition, burial or commemoration of the memory of a deceased human

being if delivery of the funeral and/or cemetery merchandise or services thereunder is to be made at an uncertain future date, such as at death, or more than one hundred and twenty (120) days after receipt of the final payment under such pre-need contract.

Section 3. Seller's Certificate of Authority:

Application Contents; Supporting Documents; Fee.

(a) No person shall sell pre-need contracts without first obtaining a certificate of authority from the Department as hereinafter provided.

(b) The proposed seller or appropriate corporate officer of the seller shall make application in writing to the Department for a seller's certificate of authority, showing:

- (1) The proposed seller's name and address and his occupation during the preceding five (5) years;
- (2) The name and address of the proposed trustee;
- (3) The names and addresses of the proposed performers, specifying what particular services, supplies and equipment each performer is to furnish under the proposed pre-need contract; and
- (4) Such other pertinent information as the Department may reasonably require.

(c) The application shall be accompanied by:

- (1) The applicant's fingerprints on a form furnished by the Department;
- (2) A copy of the proposed trust agreement and a written statement signed by an authorized officer of the proposed trustee to the effect that the proposed trustee understands the nature of the proposed trust fund account and accepts it;

(3) A copy of each contract or understanding, existing or proposed, between the seller and performers relating to the proposed pre-need contract or items to be supplied under it;

(4) A copy of each document relating to the proposed seller, trustee, trust, or pre-need contract, as may be required by the Department; and

(5) A fee of twenty-five (\$25.00) dollars, no part of which is refundable.

Section 4. Seller's Certificate of Authority:

Issuance; denial.

(a) If the Department finds that the application is complete, that the seller is in compliance with all requirements therefor, that the applicant otherwise qualifies under the provisions of this chapter, and upon satisfactory evidence that a funeral and/or cemetery merchandise and service trust fund has been established, he shall issue a seller's certificate of authority to the applicant.

(b) The Department shall refuse to issue a seller's certificate of authority to any applicant who does not comply with or otherwise meet the requirements of this chapter. Upon such refusal, the Department shall give written notice thereof to the applicant setting forth the reasons for such refusal.

Section 5. Seller's Certificate of Authority:

Expiration; Renewal; Renewal Fee.

(a) Each seller's certificate of authority issued pursuant to this chapter shall expire at midnight on April 30 next following its date of issuance.

(b) The Department may renew from the seller, accompanied by a renewal fee of twenty-five (\$25.00) dollars, if he finds that the seller is, at that time, in compliance with all applicable provisions of this chapter.

Section 6. Seller's Certificate of Authority:  
Revocation; Suspension.

(a) After giving written notice of charges to the to the seller, not less than thirty (30) days in advance of hearing, the Department may, after hearing, revoke the seller's certificate of authority if the seller:

(1) Obtained his certificate of authority through misrepresentation or concealment of a material fact;

(2) Is no longer qualified for such certificate of authority; or

(3) Violates any provision of this chapter or any lawful order or rule or regulation of the Department.

(b) If a seller is found guilty under paragraph (3) of subsection (a), the Department may, in lieu of revocation, suspend his seller's certificate of authority for a period not to exceed ninety (90) days.

Section 7. Surety Bond.

(a) Prior to the issuance of a certificate of authority to a seller, the seller shall post with the Department and thereafter maintain in force a bond in the principal sum of fifty thousand (\$50,000.00) dollars issued by an authorized corporate surety in favor of the State of Alaska, or a deposit made up of cash or negotiable securities. If a deposit is made in lieu of a bond, the deposit shall at all times have a market value of not less than the amount of the bond required by the Department.

(b) In lieu of posting the entire amount of the bond or deposit required under subsection (a), the Department may approve the posting of a bond or deposit in the amount of five thousand (\$5,000.00) dollars or

multiple thereof, not to exceed fifty thousand (\$50,000.00) dollars, if he finds that the circumstances and status of the applicant's business do not immediately warrant the posting of a bond or the full amount of the bond or deposit for the purposes provided in subsection (c). If less than the amount of the bond or deposit is posted by the applicant, the Department may require him to post an additional bond or deposit of five thousand (\$5,000.00) dollars or multiple thereof each following year until the required maximum of fifty thousand (\$50,000.00) dollars is met. The Department may require a quarterly report if no bond is required.

(c) The bond or deposit shall be held for the benefit of buyers of pre-need contracts and other persons as their interests may appear, who may be damaged by misuse or diversion of moneys by the seller or his agents, or to satisfy any judgments against the seller for failure to perform a pre-need contract. The aggregate liability of the surety for all breaches of the conditions of the bond shall, in no event, exceed the sum of such bond. The surety on the bond shall have the right to cancel such bond upon giving sixty (60) days' notice to the superintendent and thereafter shall be relieved of liability for any breach of condition occurring after the effect date of such cancellation.

(d) The Department:

(1) Shall release the bond or deposit after the seller has ceased doing business as such and the Department is satisfied of the nonexistence of any obligation or liability of the seller which the the bond or deposit was held; or

(2) May reduce the bond or deposit in five thousand (\$5,000.00) dollar increments if he finds that the circumstances and status of the applicant's business warrant such reduction.

Section 8. Agent's License: Requirement; Exception.

(a) It is unlawful for any person to solicit the sale of pre-need funeral and/or cemetery merchandise and service contracts in this State on behalf of a seller unless he holds a valid Agent's license issued by the Department.

(b) This section does not apply to a seller who is an individual holding a valid seller's certificate of authority.

Section 9. Agent's License: Application; Fee.

(a) To qualify for an agent's license, the applicant shall execute and file a written application with the Department on forms furnished by the Department.

(b) The application shall:

(1) Require information concerning the applicant's identity, address, personal background and business, professional or work history;

(2) Contain such other pertinent information as the Department may require.

(3) Be accompanied by a filing and license fee of five (\$5.00) dollars, no part of which is refundable.

Section 10. Agent's License: Issuance; Temporary Permits.

(a) If the Department finds that the application is complete after all investigation not to exceed thirty (30) days, it shall issue at the request of the holder of a valid seller's certificate of authority an agent's license to the applicant.

(b) An applicant for an agent's license may receive a temporary agent's permit, for a period of not to exceed thirty (30) days, at the request of a holder of a valid seller's certificate of authority, provided that each sales agreement sold by a temporary agent shall be cosigned by a licensed agent of a valid seller's certificate of authority.

Section 11. Agent's License: Expiration; Renewal; Renewal Fee; Voiding.

(a) Each agent's license issued pursuant to this chapter shall expire at midnight April 30 next following its date of issuance.

(b) An agent's license may be renewed at the request of the holder of a valid seller's certificate of authority upon filing a written request for renewal accompanied by a five (\$5.00) dollar renewal fee.

(c) An agent's license becomes void unless he is employed by a holder of a valid seller's certificate of authority.

Section 12. Pre-Need Contracts: Content; Entire Agreement; Rescission.

(a) All pre-need contract forms offered or sold in this State shall contain:

(1) The names and addresses of the seller, buyer, beneficiary, and trustee;

(2) A clear and unambiguous statement of the services and merchandise to be supplied and by whom;

(3) The purchase price of each item of supply or service and how payable;

(4) The date and place of execution;

(5) The full percentage of sales commission to be retained by the seller;

(6) The seller's or his agent's signature on the original contract and his identification by name and title on any duplicate copy of such contract given to the buyer;

(7) A provision in 10-point boldface type or larger, stating in substance that the buyer shall be permitted to return the contract within ten (10) days of its delivery to the buyer and to have the full purchase price or amount paid thereon refunded if the buyer is not satisfied with it for any reason;

(8) In print on its face sheet, in 10-point boldface type or larger, a notice stating, "This is not an insurance contract."; and

(9) Other reasonable and appropriate provisions.

(b) The written contract, when signed, shall constitute the entire agreement between the parties relative to its subject matter. All obligations of both parties shall be fixed, and enforceable by the other parties to the contract.

(c) Any provision in a written contract that allows the seller to escalate the purchase price due to inflation or rising costs or otherwise shall be void, and of no force and effect unless the buyer is furnished at least six months prior to performance of a pre-need contract with written notice by the seller of his intention to escalate and the amount of the escalation does not exceed an amount sufficient to cover extraordinary cost increases in excess of the normal cost of living increases experienced by the seller. Such notice of escalation shall be effective five (5) days

after receipt thereof by the buyer.

(d) If the buyer, pursuant to the provision required by paragraph (7) of subsection (a), returns the contract to the seller at its branch or home office or to the agent through whom it was purchased, the contract shall be void from the beginning and the parties shall be returned to the same position they occupied before the contract was entered into.

Section 13. Pre-Need Contracts: Approval; Disapproval of Forms.

(a) A seller shall not offer, sell or deliver in this State any pre-need cemetery contract unless the form of such contract has been filed with and approved in writing by the Department.

(b) The Department shall disapprove any such form of contract which he finds:

(1) Printed or reproduced in such a manner as to be substantially illegible in whole or in part;

(2) Contains ambiguous or misleading provisions, clauses or titles.

(3) Does not comply or is inconsistent with any applicable requirement of this chapter; or

(4) For other good cause shown.

(c) No amendment or modification of any such form shall be made unless the amendment or modification has been filed with and approved in writing by the Department.

(d) Each filing is subject to a waiting period of up to thirty (30) days before it becomes effective.

(e) A filing shall be deemed to meet the requirements of this chapter unless disapproved by the Department within the waiting period or any extension thereof.

Section 14. Pre-Need Contracts: Credit Life Insurance.

The seller may make available to buyers, under deferred payment, pre-need contracts for credit life insurance on a form and terms filed with and approved by the Department. The buyer must be provided with a certificate of such credit insurance as otherwise required by the Department.

Section 15. Funeral and/or cemetery merchandise and service trust fund: Payments to trust; amounts required; administration; duty of care.

(a) Any cemetery company, funeral establishment or other seller entering into a pre-need contract wherein the delivery of the funeral and/or cemetery merchandise or services is to be made at an uncertain future date, such as death, or more than one hundred twenty (120) days after receipt of the final payment under such contract shall deposit into a trust fund established for that purpose fifty percent (50%) of the gross receipts, less sales taxes, for the sales of such funeral and/or cemetery merchandise or services. Upon proper certification of costs to the Department, any cemetery company, funeral establishment or other seller with the written approval of the Department may deposit into the trust fund an amount comprising one hundred and ten percent (110%) of such cost in lieu of the fifty percent (50%) requirement.

(b) Each deposit herein required shall be paid into the trust fund so established within twenty (20) days after the close of the month of receipt from the buyer by the cemetery company, funeral establishment or other seller, except that the entire amount required to be deposited based upon the sales price, less sales taxes, shall be so deposited in trust within seven (7) years from the date of the original sale, regardless of whether or not all amounts due therefor shall have actually been

(c) The trust fund shall be administered by a trustee in accordance with a written trust instrument.

(d) The trustee shall, with respect to such trust funds, exercise the judgment and care under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering

the probable income as well as the probable safety of their capital; provided however that the cemetery company, funeral establishment or other seller may appoint an individual or committee of two or more individuals to act in an advisory capacity with the trustee in the investment of the trust fund and that the cemetery company, funeral establishment, or other seller with the consent of the Department, may change the trustee of the trust fund. Within the limitations of such standards, and subject to any express provision or limitation contained in any particular trust instrument, a trustee is only authorized to acquire and retain fixed investments specifically including, but not limited to, certificates of deposits, bonds, debentures and other corporate obligations, which men of prudence, discretion and intelligence acquire or retain for their own account.

(e) Each deposit into any such trust fund shall be identified by the cemetery company, funeral establishment or other seller by furnishing the trustee and the buyer with the name of the buyer, the amount of the retail sales price, and the amount of money required to be deposited, together with a copy of the contract of sale. The cemetery company, funeral establishment or other seller shall allocate to each separate account its share of the total income earned in each calendar year, based upon the proportion that the principal balance in each said account bears to the total principal balances in all such accounts. For this purpose each deposit made before June thirtieth of each year shall be considered as having been made on the first day of the year, but deposits made after June thirtieth shall not participate in the distribution of income earned during that calendar year. The trustee may commingle the deposits in such trust fund for purposes of the management thereof and the invest-

ment of funds therein. Annually, the trustee shall advise the cemetery company, funeral establishment or other seller of the amount of income received by the whole fund for that calendar year. The cemetery company, funeral establishment or other seller shall keep detailed records of the amount of money deposited from time to time.

(f) In the administration of the trust fund, the trustee shall be liable only for bad faith and wanton negligence, and shall be entitled to rely upon advice of independent counsel; and upon doing so in good faith, such trustee shall have no liability for such acts or actions.

Section 16. Funeral and/or cemetery merchandise and service trust fund: Withdrawals from trust; inability of seller to perform; default of buyer.

(a) The funds shall be held in trust both as to principal and income earned thereon, and shall remain intact, except that the costs of operation of the trust may be deducted from the income earned thereon, until delivery of the merchandise is made or the services are performed by the cemetery company, funeral establishment or other seller or until the death of the beneficiary. Upon delivery of said merchandise or performance of the services, the cemetery company, funeral establishment or other seller shall certify such delivery or performance to the trustee and the amount of money plus income on deposit with trustee to the credit of that particular contract. Upon such certification, or in case of death prior to such certification, and upon submission of a certified copy of a death certificate, the amount of money on deposit to the credit of each particular contract, including principal and income earned thereon shall be forthwith paid to the cemetery company, funeral establishment or other seller. The trustee may rely upon all such certifications herein required to be made and shall not be liable to anyone for such reliance.

(b) If for any reason a cemetery company, funeral establishment or other seller that has entered into a contract for the sale of funeral and/or cemetery merchandise or services and has made the deposit into the trust fund as herein required to be made cannot or does not provide the funeral and/or cemetery merchandise

or perform the services called for by the contract within a reasonable time after request in writing to do so, the buyer or his heirs or assigns or duly authorized representative shall have the right to provide such funeral and/or cemetery merchandise or services, and, having done so, shall be entitled to receive the deposit to the credit of that particular contract. Written instructions to the trustee by the cemetery company, funeral establishment or other seller directing the trustee to refund the amount of money on deposit, or an affidavit by either the buyer or one of his heirs or assigns or duly authorized representative, stating that the funeral and/or cemetery merchandise or services were not provided, shall be sufficient authority for the trustee to make refund of the funds on deposit to the person submitting the affidavit. The trustee shall not be held responsible for any such refunds made on account of the cemetery company's, funeral establishment's, or other seller's written direction or an affidavit submitted in accord with this section. However, nothing herein contained shall relieve the cemetery company, funeral establishment or other seller from any liability for non-performance of the contract terms.

(c) If the cemetery authority or other seller cannot deliver the funeral and/or cemetery merchandise sold because of a national emergency, the provisions of subsection (b) shall be suspended for the duration of said emergency and for fifteen days following the termination thereof.

(d) If the buyer defaults in making payments, the cemetery company, funeral establishment or other seller shall have the right to cancel the contract and to withdraw from the trust fund the entire balance to the credit of the defaulting buyer's account as liquidating damages. In such event, the trustee shall deliver said balance to

the cemetery company, funeral establishment or other seller upon its certification, and upon receiving said certification the trustee may rely thereon and shall not be liable to anyone for such reliance.

Section 17. Funeral and/or cemetery merchandise and service trust fund: Payments to purchaser; change of domicile.

If after final payment a buyer moves his domicile to a point that makes delivery of the funeral and/or cemetery merchandise or services impossible or impractical, the trustee shall refund to the buyer the principal amount of money on deposit to the credit of that particular contract, including the income earned thereon. In the event that the amount refunded hereunder is less than seventy-five (75%) percent of the principal amount paid by buyer under the terms of the pre-need contract then seller shall pay to buyer the difference between the amount refunded and seventy-five (75%) percent.

Section 18. Trust funds exempt from attachment, other process.

In the absence of fraud, all trust funds held or invested in accordance with the provisions of this chapter are not liable to attachment, garnishment or other process, or to be seized, taken, appropriated or applied to pay any debt or liability of the seller, buyer or beneficiary by any legal or equitable process or by operation of law.

Section 19. Records and reports of sellers, trustees.

(a) Every seller shall keep accurate accounts, books and records of all transactions, copies of all agreements, dates and amounts of payments made and accepted, the names and addresses of the contracting parties, the persons for whose benefit such funds are accepted and the names of the depositories in which such funds are deposited. Every trustee handling trust funds under the provisions of this chapter shall

file with the Department quarterly, a financial statement for each trust account required to be maintained by the seller, on forms prescribed and adopted by the Department. Every annual report shall be accompanied by a fee of \$10. If such statement is not received by the Department as required he may, after giving 10 days' notice, revoke the seller's certificate of authority.

(b) The seller shall keep within this state, at the address shown upon the certificate of authority, complete records of all transactions under his certificate of authority. Such records and the affairs of the seller shall be subject to audit and examination by the Department at any reasonable time.

(c) The seller shall keep such records for a period of not less than 5 years after the completion of all transactions to which they relate.

Section 20. Nonwaiver of provisions; retroactive effect; penalties.

(a) Any provision of any contract for the sale of personal property or the performance of services herein contemplated which waives any of the provisions of this chapter shall be void.

(b) Anything herein to the contrary notwithstanding, the provisions of this chapter shall apply only to contracts that are entered into subsequent to July 31, 1974.

(c) Any cemetery company, funeral establishment or other entity, as defined in this chapter, failing to make the required deposits to the trust fund or otherwise violating the provisions of this chapter shall be guilty of a misdemeanor, punishable by fine of not less than two hundred dollars or more than one thousand dollars, or by imprisonment of not less than thirty days nor more than one year, or both, and each violation of this chapter shall constitute a separate offense.

*Arthur 5-19*

A M E N D M E N T

TO: SB 716 am

Page 9, line 29 - page 10, line 2: delete all matter and insert:

(d) The department shall issue or deny, renew, revoke, or suspend certificates of authority as it determines necessary to safeguard the health and welfare of the public.

(e) Before the issuance of a certificate of authority the applicant shall post and thereafter maintain in force with the department a surety bond or deposit in the form, on the conditions and in the amount established by regulation but not to exceed \$50,000. The bond or deposit shall be held for the benefit of buyers of pre-need contracts and other persons as their interests may appear.

(f) No person other than a person who is the individual holder of a certificate of authority issued under this section may solicit sale of pre-need funeral contracts without a license issued by the department.

(g) All pre-need funeral contracts shall be in the form and upon the terms prescribed by the department by regulation. A seller may not offer, sell, or deliver a pre-need funeral contract unless the terms and form of the contract and credit life insurance sold together with the contract has been filed with and approved in writing by the department. A contract that has not been approved as required is voidable at the option of the buyer or beneficiary.

(h) A seller entering into a pre-need funeral contract shall deposit into a trust account in a financial institution whose deposits are insured by an instrumentality of the federal government 50 per cent of the gross receipts from each contract or, with the written approval

of the department, 110 per cent of the cost of furnishing all services required under the contract. Trust funds deposited or held under the provisions of this section are not liable to attachment or other process and may not be seized, taken, or appropriated or applied to pay any debt or liability of the seller, buyer, or beneficiary. The seller, buyer, and trustee shall conform to standards and procedures for the refund and withdrawal of trust funds that the department determines necessary to safeguard the public health and welfare.

(i) The seller and trustee shall maintain the records and make the reports the department determines necessary to safeguard the public health and welfare.

(j) A provision of a pre-need funeral contract which violates any of the provisions of this chapter or regulations adopted under this chapter is void.

(k) The department shall adopt and enforce regulations necessary for the performance of its functions under this section.

(l) A person who violates or aids a person in violation of this section or of regulations under this section is guilty of a misdemeanor and upon conviction is punishable by imprisonment for not more than one year, or by a fine of not more than \$1,000, or by both.

(m) In this section

(1) "department" means the Department of Commerce and Economic Development;

(2) "pre-need contract" means a contract for the purchase of funeral or cemetery merchandise or services to be furnished or performed at a future date for a specific consideration which is paid in advance by one or more payments in one sum or by installment payments.

## MEMORANDUM

State of Alaska

TO: The File

DATE: May 11, 1976

FILE NO:

TELEPHONE NO:

FROM: Sharon Andrew  
Director

SUBJECT: SB 716 am

Page 1, line 12

after the word "science" insert "and sales of funeral merchandise and services"

Page 1, line 14

after the word "science" delete the period and insert "and sales of funeral merchandise and services."

Page 6, line 26

after the word "department" delete the period and insert "and upon a showing of compliance with applicable law."

Page 6, line 28

after the numeral "90", insert "or 140"

Page 7, line 28 &amp; 29

delete all material and renumber accordingly

Page 8, line 1

change section number from "45.~~42~~.120" to "08.42.140"

Page 8, line 29

delete all material and renumber accordingly

Page 9, line 1

change section number from "45.45.125" to "08.42.150"

Page 9, line 4

after the word "department" delete "as herein after provided" and insert "in accordance with this chapter and regulations adopted by the department. All certificates of authority expire on December 31 of each year and may be renewed for successive one-year terms."

Page 9, line 27 & 28

delete all material

Page 9, line 29

delete paragraph (d) and insert new paragraphs

(d) Pre-need contract means a contract for the purchase of funeral and/or cemetery merchandise or services to be furnished or performed at a future date for a specific consideration which is paid in advance by one or more payments.

(e) The department may establish by regulation such other requirements as may be necessary to reasonably assure that the interests of a purchaser under a pre-need contract are adequately safeguarded.

5 states  
either forbid or  
almost forbid -

24 states

28 states  
100%

23 states  
100%

APPENDIX X

Basic Data on State Pre-Need Trust Laws

STATE	PRE-NEED STATUTE	STATE CONTROL AGENCY	PERMIT REQUIRED	AMOUNT OF PAYMENTS PUT IN TRUST	AMOUNT OF INCOME PART OF TRUST	AMOUNT BUYER CAN WITHDRAW
1. ALABAMA	no law					
2. ALASKA	no law					
3. ARIZONA	yes	yes	no	100%	100%	100%
4. ARKANSAS	yes	yes	yes	100%	100%	none
5. CALIFORNIA	Funeral directors only	yes	no	100%	Used to pay expenses and forfeitures	100% of payments
6. COLORADO	yes	yes	yes	85%	Up to 15% of contract	Amount of payments & interest accrued.
7. CONNECTICUT	Insurance law governs	yes	yes			
8. DELAWARE	Participation in such activities considered grounds for suspension of revocation of license					
9. DISTRICT OF COLUMBIA	no law					
10. FLORIDA	yes	yes	yes (only licenses can arrange)	100%	100%	100%
11. GEORGIA	yes	yes	yes	100%	100%	100%
12. HAWAII	no law					
13. IDAHO	yes	no	no	100%	100%	100% less cost of operating trust
14. ILLINOIS	yes	yes	yes	95%	95%	Amount in trust account less 25% or \$35.00 whichever is greater.
15. INDIANA	yes	yes	yes	100% less trustee's expense	100% less trustee's expense	Amount in trust account less 10% or \$35.00 whichever is greater
16. IOWA	yes	no	no	80%	100%	Amount in trust account on mutual consent

↓  
9 states  
from 70-90%

STATE	PRE-NEED STATUTE	STATE CONTROL AGENCY	PERMIT REQUIRED	AMOUNT OF PAYMENTS PUT IN TRUST	AMOUNT OF INCOME PART OF TRUST	AMOUNT BUYER CAN WITHDRAW
17. KANSAS	yes	no	no	100%	100%	100%
18. KENTUCKY	yes	yes	yes	100%	100%	100%
19. LOUISIANA	Participation in such activities possible grounds for revocation of license.					
20. MAINE	yes	no	no	100%	100%	100%
21. MARYLAND	yes	no	Licensed funeral director and embalmer only	100%	100%	100%
22. MASSACHUSETTS	no law					
23. MICHIGAN	yes	no	no	100%	100%	100%
24. MINNESOTA	yes	no	no	100%	100%	100%
25. MISSISSIPPI	Pre-need contracts limited severely and controlled by Insurance Commissioner					
26. MISSOURI	yes	yes	no	80%	none	73%
27. MONTANA	yes	yes	no	100%	100%	100% on mutual consent
28. NEBRASKA	yes	yes	no	100%	100%	100%
29. NEVADA	Life insurance law governs					
30. NEW HAMPSHIRE	no law	Burial associations prohibited				
31. NEW JERSEY	yes	no	no	100%	100%	100%
32. NEW MEXICO	Life insurance law governs					
33. NEW YORK	yes	yes	no	100%	100%	100%
34. NORTH CAROLINA	yes	yes	yes	100%	100%	100%

STATE	PRE-NEED STATUTE	STATE CONTROL AGENCY	PERMIT REQUIRED	AMOUNT OF PAYMENTS PUT IN TRUST	AMOUNT OF INCOME PART OF TRUST	AMOUNT BUYER CAN WITHDRAW
35. NORTH DAKOTA	yes	yes	Can be engaged in only by operators of licensed funeral establishments	100%	100%	100%
36. OHIO	yes	no	no	100%	100%	100%
37. OKLAHOMA	yes	yes	yes	90%	100%	100% of amount paid into trust fund
38. OREGON	yes	no	no	100%	100%	100%
39. PENNSYLVANIA	yes	yes	no	last 70%	100% on deposit	last 70% of payments
40. RHODE ISLAND	no law - Pre-need arrangements may be grounds for suspension or revocation of license					
41. SOUTH CAROLINA	no law - funeral directors may not collaborate with life insurance companies in this area					
42. SOUTH DAKOTA	yes	no	no	100%	100%	100%
43. TENNESSEE	yes	yes	no	100%	100%	100%
44. TEXAS	yes	yes	yes	90%	100% less trust expenses	All of payments held in trust - no interest
45. UTAH	yes	yes	yes	at least 75%	100% of trust	90% of the amount placed in trust
46. VERMONT	no law					
47. VIRGINIA	yes	no	no	100%	100%	Mutual consent
48. WASHINGTON	Insurance law governs					
49. WEST VIRGINIA	yes	yes	no	95%	95%	Amount in trust less 25% or \$35.00 whichever is greater

STATE	PRE-NEED STATUTE	STATE CONTROL AGENCY	PERMIT REQUIRED	AMOUNT OF PAYMENTS PUT IN TRUST	AMOUNT OF INCOME PART OF TRUST	AMOUNT BUYER CAN WITHDRAW
SO. WISCONSIN	yes	no	no	100%	100%	100%
SI. WYOMING	Commissioner of Insurance sets out rules and regulations					

SCR

188

# COMMITTEE REPORT

## HOUSE

Mr. Speaker:

Date 11/11

The Committee on \_\_\_\_\_ has had \_\_\_\_\_

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR \_\_\_\_\_ AND THAT

CS FOR \_\_\_\_\_ DO PASS

"and" recommends it BE REFERRED TO THE \_\_\_\_\_

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ Chairman



# Alaska State Legislature

## House

JUNEAU ALASKA

HESS COMMITTEE MEETING

April 11, 1975

### Members Present:

Beltrame	Parr
Hackney	Sullivan
Osce	Swanson
Osterback	Davis

Chairman Sullivan called the meeting to order at 3:00. The first order of business was HB 181.

HB 181: Rasmusen Wolf, Advisory Board Chairman. Spoke of the history of the DAW Advisory Board. Spoke in opposition to all appropriations. Would like to see this go the way of the 1974-75 Alaskan Seaplane Advisory Board. Would like to see appropriations made for the Board to be taken up. HB 554 (1974) projected expenses based on current costs, but from \$15,000. The Board is a new one but is having trouble being funded by the State because of no regular budget allocation.

Swanson Wolf will be the sponsor.

Wolf \$15,000.

Beltrame If my experience had the Board I am very helpful in Anchorage.

Hackney What kind of problems are involved in funding public hearings?

Wolf In favor of HB 554 (1974) reprinted.

G. J. Johnson Director, Agency of Natural Resources. The Governor's Wildlife Advisory Board will be a part of the Department of Fish and Game. The Board provides information to the Governor on wildlife management. It is necessary in order to get Federal funds, not to be reduced. The Board should be retained.

Swanson re: Williamson spoke in favor of funding the chairperson of the Board with State funds. He would like to see the Board be a part of the Department of Fish and Game. He would like to see the Board be a part of the Department of Fish and Game.

Beltrame Will we adopt HB 554 (1974) reprinted?

Osce Yes, I would like to see it.

Chairman Will we adopt HB 554 (1974) reprinted? Osce Yes, I would like to see it. Hackney Yes, I would like to see it.

SCR 16

SCR 1501 (1975)

Page 43  
HESS Meeting  
4-11-75

SCR 16 Senator Chance gave briefing of the bill. Emergency medical facilities are necessary in bringing attention to the need for special training to deal with rape victims.

Hackney Motion to move bill out with 'do pass'  
Ostrosky Second

Chairman Sullivan, hearing no objection, announced bill out of committee with unanimous consent.

SCR 18 Senator Chance gave briefing of the bill. No aggressive self defense techniques can be taught that aren't applicable to possessive action.

Ose Motion to move bill out with unanimous 'do pass'  
Hackney Second

Hearing no objection, SCR 18 passed the Committee.

Adjourned.

DEPARTMENT OF EDUCATION  
AGENCY COMMENTS  
SCR #18

Senate Concurrent Resolution #18 - relating to training in nonaggressive self-defense in secondary schools of the state.

Background

Self-defense tactics are now taught to some degree in Alaska secondary schools, although the actual scope is unknown. In all probability, whatever classes are offered can be attributed to the current popularity of Judo and Karate.

It can be assumed a person who is reasonably well trained in self-defense could be expected to be less vulnerable to bodily assault; however, we believe it would be advisable to obtain the opinions of persons involved with public safety as to the potential effectiveness of such a training program.

Proposed Legislative Change

The resolution requests (1) each district to "ascertain the need for offering physical education classes in nonaggressive self-defense" and report its determination to the Department by July 1, 1976; (2) that the Department work with districts "in developing programs in nonaggressive self-defense;" and (3) that the Department submit a summary and evaluation of the findings (of district schools), along with a program report to the first session, Tenth legislature.

Problems

From a Department of Education point of view, it is unknown to what extent physical education teachers are prepared to teach "nonaggressive self-defense" or what logistical problems they might face in instituting a mass training program.

The Department could carry out the intent of the resolution within the established time frame.

  
Nathaniel H. Crile

Deputy Commissioner

March 7, 1975  
Date

SCCR

75 Am

# COMMITTEE REPORT

## HOUSE

Mr. Speaker:

Date Feb 21 1970

The Committee on \_\_\_\_\_ has had \_\_\_\_\_

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR \_\_\_\_\_ AND THAT

CS FOR \_\_\_\_\_ DO PASS

"and" recommends it BE REFERRED TO THE \_\_\_\_\_

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ Chairman



# Alaska State Legislature

## House

HOUSE HESS COMMITTEE MEETING

JUNEAU ALASKA

APRIL 14, 1976

Present: Parr            Ostrosky            Sullivan Swanson  
          Hackney        Beirne                Ose                Osterback

Testifying:    Betsy McGuire, Office of Child Advocacy  
                  Genie Chance,

### SCR 75 - Development of a Childrens Code

Betsy presented the reasons and need for the development of this code.

Parr, concerned about line 27, which refers to Ak. Family Law. Does this deal with Children & Family Law??? If so the name of the act does not reflect that.

Hackney - why are we contracting with an attorney (fiscal note 77,000) to do this job when we have attorneys already on contract in legislative affairs?

Genie, because the attorney that has worked on this bill all year with O.C.A. developing the children's code will no longer be with legislative affairs and we would like to keep him on. Andy Brown

Committee decided to change "children's code" to "family law code" on line 5. Have it redrafted as a Committee substitute.

Do pass out.

### HB 665 - Statewide Coordination of Health Planning

This bill has been heard before, we are dealing with a C.S.. Discussion among committee members and Lois Jurd and Jan Gates about provisions of this latest draft.

Amend- P5 Line 12, after \$1,000 delete "or" , add "the"  
P. 5 Line 13, delete "sec. 7161" add, "sec. 81 (e). will have the committee substitute redrafted rather than make amendments to this.

Move out with individual recommendations.

THE LEGISLATURE OF THE STATE OF ALASKA  
FISCAL NOTE

Second Session - Ninth Legislature

I. REQUEST  
 Bill No. SENATE CONCURRENT RESOLUTION NO. 75  
 Title: "RELATING TO THE DEVELOPMENT OF A CHILDREN'S CODE"  
 Requested by: \_\_\_\_\_ Date: February 24, 1976  
 Return Date Requested: \_\_\_\_\_  
 Agency: LEGISLATIVE AFFAIRS AGENCY Program: \_\_\_\_\_

II. FISCAL DETAIL  
 Budget Request Unit(s) Affected: LEGISLATIVE AFFAIRS AGENCY

A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 76	FY 77	FY 78	FY 79	FY 80	FY 81
100 PERSONAL SERVICES		0				
200 TRAVEL		3.5				
300 CONTRACTUAL		23.5				
400 COMMODITIES		0				
500 EQUIPMENT		0				
600 LAND & STRUCTURES		0				
700 GRANTS, CLAIMS, ETC.		0				
TOTAL		27.0				

B. FUNDING: (Thousands of dollars)

GENERAL FUND		27.0				
FEDERAL FUNDS		0				
OTHER		0				

C. POSITIONS:

PERMANENT/TEMPORARY	/	0 / 0	/	/	/	/
MAN MONTHS (P./T.)	/	0 / 0	/	/	/	/

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)  
 SEE ATTACHED BUDGET FOR FY 77.

IV. ATTACHMENTS

V. DATE: February 24, 1976 PREPARED BY: LEGISLATIVE AFFAIRS AGENCY

Original: Legislative Finance  
 cc: Budget and Management  
 Prime Sponsor (First legislator named)

PROJECTED BUDGET FOR  
CHILDREN'S CODE PROJECT  
FOR FY 77

Attorney's Contract

\$23,544

This contract would supply necessary legal services and research for the project. Coordinates efforts to review existing law relating to children and family in general. Recommends necessary revisions to harmonize conflicts, supply omission, and clarify law.

\$10,800	FY 76 salary for 6 months of service
x2	(6 month periods)
\$21,600	TOTAL cost FY 76
1,944	9% salary increase
<u>\$23,544</u>	TOTAL cost for FY 77 for 12 months service

Travel

\$3,460.80

Extensive travel required to research and receive input on children laws. Attends monthly meetings of Children's Code Task Force to discuss problems and receive recommendations on revisions.

\$1,840.80	Travel (12 at \$153.40)
\$1,620.00	Per Diem (36 at \$45.00)

TOTAL \$27,004.80

STATEMENT TO HOUSE HESS COMMITTEE ON SENATE RESOLUTION 75 RELATING TO THE  
DEVELOPMENT OF A CHILDREN'S CODE

APRIL 14, 1976

MY NAME IS BETSEY MCGUIRE; I AM EXECUTIVE DIRECTOR OF THE OFFICE OF CHILD  
ADVOCACY AND WAS APPOINTED CHAIRPERSON OF THE LEGISLATIVE COUNCIL'S TASK FORCE  
ON THE DEVELOPMENT OF A CHILDREN'S CODE.

THIS EFFORT IS A RESULT OF 2 CONFERENCES SPONSORED BY THE OFFICE OF CHILD  
ADVOCACY IN 1974 ON THE CHILD AND THE LAW AT WHICH TIME THE OVERWHELMING  
RECOMMENDATION WAS THAT A CHILDREN'S CODE SHOULD BE DEVELOPED IN ALASKA.  
THROUGH THE COOPERATIVE EFFORT OF THE LEGISLATIVE COUNCIL, THE OFFICE OF THE  
GOVERNOR AND OUR OFFICE, THE TASK FORCE WAS APPOINTED AND MET ON A REGULAR  
BASIS ALL FAIL TO PRIORITIZE THEIR CONCERNS AND DEVELOP SENATE BILL 572.

WITH THE LEGAL EXPERTISE OF OUR ATTORNEY, ANDREW BROWN, A THOROUGH EXAMINATION  
OF ALASKA'S STATUTES CONCERNING CHILDREN, AS WELL AS THOSE OF OTHER STATES  
WAS MADE.

FOR YOUR INFORMATION, ATTACHED IS A LIST OF THE MEMBERS OF THE LEGISLATIVE  
COUNCIL'S TASK FORCE WHICH REPRESENTS A BROAD SPECTRUM OF URBAN AND RURAL  
PEOPLE AS WELL AS LAY AND PROFESSIONAL INDIVIDUALS AND GROUPS.

THE CHILDREN'S CODE ALSO HAS THE ACTIVE SUPPORT OF THE ALASKA LEAGUE OF WOMEN  
VOTERS AND THE NATIONAL ASSOCIATION OF SOCIAL WORKERS, ALASKA BRANCH.

WE WISH TO BE ABLE TO CONTINUE THIS EFFORT AND COMPLETE THE TASK.

BWMc

4/14/76

# TELEGRAM

LCA ALASKA COMMUNICATIONS, INC.

PHONE: 582-0111

JUNE 1978 01

1978 APR 22 AM 10 33

# 92012 POM ANCHORAGE AK 15 04-22 815A AST

PMS REP SUSAN SULLIVAN

**3260**

JUN

PLEASE ACT FAVORABLY ON SCR 75 DEVELOPMENT OF CHILDRENS

CODE AS SOON AS POSSIBLE

CECELIA KLEINKAUF 4201 MCINNES ANCHORAGE AK 99504

SCR

84

# COMMITTEE REPORT

## HOUSE

Mr. Speaker:

Date \_\_\_\_\_

The Committee on \_\_\_\_\_ has had \_\_\_\_\_

under consideration. A Majority of the members of the Committee

recommends it: DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR \_\_\_\_\_ AND THAT

CS FOR \_\_\_\_\_ DO PASS

"and" recommends it BE REFERRED TO THE \_\_\_\_\_

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report.

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ Chairman

A M E N D M E N T #1

TO: SCR 84

IN THE HOUSE

BY THE HEALTH, EDUCATION AND  
SOCIAL SERVICES COMMITTEE

Page 1, line 18: before the period insert the  
following:

"with the condition that the property would revert to  
the state if it ceased to be used by the city as a health  
facility."

AMENDMENT 157

OFFERED IN THE HOUSE:

By: \_\_\_\_\_

To: \_\_\_\_\_ HOUSE BILL No. \_\_\_\_\_

SENATE BILL No. 1078 \_\_\_\_\_

PAGE: \_\_\_\_\_

LINE: \_\_\_\_\_



JUNEAU ALASKA

# Alaska State Legislature

## House

HOUSE HESS COMMITTEE MEETING

MAY 5, 1976

Present: Hackney Parr Osterback  
Ostrosky Beirne Sullivan

Testifying: Frank Pauls, Dept. H&SS,  
Dr. Schrader, Director, Mental Health  
Debbie Staack, legislative affairs, research

### HB 881 - Physician Patient Relationship

Committee looked at the CS which this committee had drawn up, decided to move out with no objection.

### SCR 84 Ownership of state owned facility - Craig

Dr. Pauls testified for the dpet. They are against transferring of ownership. The facility was built with G.O. bond. Dept. feels it is a breach of contract to turnover to city of Craig. Attorney Generals office felt it was also a breach of contract, problem being that there would be a chare for services.

Committee disccuses putting in clause that would revert ownership back to state if conditions no met. Conditions being that it must be used as a health care facility,

bill moved out. (Doug is having the amendment drafted upstairs\_)

### CSSB 542 - Medical Assistance for Needy Persons

Dr. Schrader, presented the Dept. position regarding this bill

Debbie explained the fiscal impact

Helen Beirne, moved out with do pass- passed out



# Alaska State Legislature

## House

JUNEAU ALASKA

HOUSE HESS COMMITTEE MEETING

APRIL 29, 1976

Present: Sullivan Davis Parr  
Hackney Beirne Ostrosky Osterback

Testifying: Pat Hung, Div. of Personnel

SCR 94 - Licensing of Nursing Home Administrators - Rules - passed out, do pass  
SCR 84 - Ownership of stateowned health facility

Depta. position is that they are against it for various reasons. Mainly that the city would use it as incentive for a Phy. assistant to come in and charge fees. Against the states policy. Many legal problems.

Committee wants to know if public health nurses could still come in and use the facility????

Amendment line 19, pl

"Be it further resolved that the transfer document guarantee continued availability of space for state medical personnel at no cost to the state"

Committee decided to hold this bill over till we can get someone to testify on it regarding the questions raised by the committee

(amendment was not voted on)

SCR 457 - Training & Ed. of state employees- Buehholdt

Pat Hunt - testifying regarding this bill and how it would affect the state employees. Fiscal implications hard to figure out. Depta now do some educating of employees, but mainly those who are minority hire.

The purpose of bill to allow professional people to follow their chosen profession by continuing education.

Committee concerned that the ed. program will override the job. Bill would do a lot of things, such as "Reed" create a program.

Amendment p. 2 line 5 delete the word "shall", and "may be further null"

amendment p. 1

Hold bill over for more information.

SCR 457 - Interference with Phy/pt relationship

Bill introduced, attorney for many carrier patterns interested in bill. Various organizations for this bill. charge word drive to "substance"

POSITION PAPER

ON

SENATE CONCURRENT RESOLUTION 84

Senate Concurrent Resolution 84 requests the Governor to direct the transfer of ownership of the State-owned health facility in Craig, to the City of Craig.

The intent of the resolution is to enable the City of Craig, through transfer of ownership of the health center, from the State to the city, to enter into a contract with the National Health Service Corps (NHSC) for the placement of a physician's assistant on a fee basis, in the community.

The Department does not wish to hinder the City of Craig's efforts but there are legal and program questions raised that will have impact on all other State constructed health centers. Before the resolution is acted upon, serious consideration must be given to the questions raised.

The Craig Health Center was constructed with State tax money, under a Capitol Improvement Bond issue. The voters approved the bond issue on the understanding that the health centers were to be for the use of the public health nurses in support of the established public health programs of the State, with provision of services at no cost to the public. To turn the Health Center over to the City of Craig for an entirely different usage and with a fee schedule, in our opinion, would be a violation of the voter's intent with regard to the bond issue. The Attorney General's Office verbally concurred in this opinion and further stated that the issue would have to be voted on at a regular state-wide general election.

The program concerns involve usage and availability of space for the public health clinic activities, overlapping of functions with a fee for service by the physician's assistant versus no fee by the public health nurse and reassignment of personnel. There is further concern over the guaranteed availability of current and future space, at no cost to the State, if the building is turned over to the city.

The Department, for the reasons stated above, therefore cannot support SCR 84.

Recommended By: Frank P. Pauls Date: 4/1/76  
Frank P. Pauls, Dr. P.H.  
Acting Director

Approved By: Francis S. L. Williamson Date: 3/11/76  
Francis S. L. Williamson  
Commissioner

April 6, 1976

Rep. Susan Sullivan  
Chairman, HESS

Susan:

I believe SCR 84 was referred to your committee so I'm forwarding back-up material supplied by Senator Ziegler.

*Oral*

Oral Freeman

*Bill SCR 84*

April 5, 1976

Mr. Marvin Yoder  
Mayor  
City of Craig  
Box 23  
Craig, Alaska 99921

Dear Mayor Yoder:

SCR 84, the resolution pertaining to transferring title from the state to the City of Craig for your medical facility, passed the Senate unanimously on April 2nd.

By copy of this letter to Representative Freeman, I am advising him of that fact, and I am enclosing with his copy of the letter all the back-up material I have.

With any luck at all, he can shepherd it through the House, and thereafter one hopes the state will actually reconvey the subject property to the City of Craig.

Regards,

Robert H. Ziegler, Sr.

RHZ/pkz

cc - ~~Representative Freeman~~



# CITY OF CRAIG

P.O. Box 23

CRAIG, ALASKA 99921

Phone: 826-3232



March 22, 1976

Senator Robert H. Ziegler, Sr.  
Pouch V  
Juneau, Alaska 99811

Dear Bob,

Thank you for your letter in reference to the State transfer of title to the medical facility here in Craig.

I have asked the local Health Council to draft an informational letter for you, which you should have received by now.

The following is some information that I have been able to gather, hope it is helpful to you. The building size is 42'x25' and is worth approximately \$60,000. The building is setting on lot #1, Blk. #14, (I was unable to find a legal description) The State owns the property upon which the building sits. It was turned over to them by the City at the time of construction of the building. The building is currently being used by our Health Aide program and also is used when the PHS itinerant doctors and dentists come to Craig.

I hope that this information, along with the letter from our Health Council, is useful to you.

Sincerely,  
*Marvin Yoder*  
Marvin Yoder  
Mayor

MLY/mcl

February 23, 1976

Mrs. Marie Olson  
Executive Director  
SEACAP  
Box 449  
Juneau, Alaska 99802

Dear Mrs. Olson:

The Legislative Affairs Agency is in the process of drafting a resolution which would request the state to convey title to the health facility in Craig to the City of Craig.

I don't anticipate too many problems with the resolution, and I hope I can move it.

Very truly yours,

Robert H. Ziegler, Sr.

RHZ/pkc

**SOUTHEASTERN ALASKA  
COMMUNITY  
ACTION PROGRAM**



February 5, 1976

*by J. King  
by request*

Robert H. Ziegler, Sr.  
House of Representatives  
State Capitol  
Pouch Y  
Juneau, Alaska 99811

Dear Senator Ziegler:

The Board of Directors of the Southeastern Alaska Community Action Program on January 27, 1976 unanimously passed the attached resolution requesting that the State of Alaska deed the ownership of the health facility located in Craig, Alaska to the City of Craig in order that this community be able to contract a Physician's Assistant. In the interest of improving the quality of health care in the community of Craig we urge your careful consideration of this resolution. We look forward to your advice and supportive action on this matter.

Sincerely,

Marie Olson  
Executive Director

AM:ew

Return

RESOLUTION NO. 7

Entitled: Requesting that the State of Alaska deed the ownership of the Health facility located in Craig to the City of Craig.

WHEREAS, the City of Craig is desiring to contract a Physician's Assistant;  
and

WHEREAS, the contract depends on the City ownership of a Health facility;  
and

WHEREAS, the State of Alaska owns a health facility in Craig.

NOW THEREFORE BE IT RESOLVED, that the State of Alaska deed the ownership of the Health facility to the City of Craig.

Signed: *Steve Hotch*  
Steve Hotch, President  
SEACAP Board of Directors

Signed: *Judy Mears*  
Judy Mears, Secretary  
SEACAP Board of Directors

March 1, 1976

Mayor Marvin L. Yoder  
City of Craig  
Box 23  
Craig, Alaska 99921

Dear Marvin:

I know you're in the process of getting me some backup material on the Sea Lion resolution. I need your help on another matter.

Enclosed is a copy of a resolution whereby we request the state to transfer title to the medical facility there to Craig. If the resolution gets to the floor, I should have some more background material as concerns this particular structure.

For example, how big is the building? What is its worth? What is the legal description of the property on which it sits? Has it ever been assessed for purposes of taxation (it probably hasn't since it's state owned)? Is it currently being utilized?

What I seek, in essence, is enough information to be able to discuss the proposal intelligently on the floor of the Senate.

Regards,

Robert H. Zierler, Sr.

RHZ/nks

enc.

MEMO        March 22, 1976  
FROM        SENATOR ZIEGLER  
TO          SENATOR RAY  
RE          SCR 84

Bill--Under date of May 19th in 1972, the city of Craig conveyed to the state of Alaska all and entire Lot 1, Block 14, U.S. Survey 1430, Craig Townsite. There was no consideration for the conveyance. It was, as the quitclaim deed provides, "a donation of the property hereinafter described to the grantee."

The city would like to have the state reconvey title; this is not because the city of Craig is an Indian giver, if you'll pardon the expression, but merely because if they regain title to the health facility, they will be able to do many good things in the field of health care for the community.

I attach a copy of a letter written me by the president of the Craig Health Council.

As far as I know, the resolution is harmless and costs nothing.

RIZ/plg

enc.

Craig Health Council  
Craig, Alaska 99921

March 16, 1976

Senator Robert H. Ziegler, Sr.  
Fouch V  
Juneau, Alaska 99811

Dear Senator Ziegler:

I am writing you on behalf of the Craig Health Council in response to your letter dated March 1, 1976.

The City will be corresponding with you providing information regarding the legal status of the property assessment for taxation purposes and size of the building.

Presently the clinic is being utilized by the village health aide, Margaret Hatch, R.N., who holds daily clinics Monday through Friday. The clinic is also utilized for emergency purposes on a 24 hour basis. The Alaska Native Health Service Public Health doctors utilize the clinic during their visits to the community, which is approximately four times a year for 2-3 day clinics. A Public Health Social Worker utilizes the clinic on his routine visits. Biannual visits are made by the Public Health dentist for two weeks at a time.

The clinic is used by the itinerant State Public Health Nurse each month when she visits the community of Craig. In addition, special clinics such as Optometry, Ear, Nose and Throat, Audiology and the annual Chest X-ray clinic utilize these facilities.

The Craig Health Council uses the clinic building to hold their regular monthly meetings. Community meetings, with individuals concerned with health care, are also held in the Craig Health Center.

The Craig Health Council is in the process of becoming incorporated. The purpose of the incorporation is to apply to the National Health Service Corps for the services of a Physician Extender to upgrade the quality of health care to the citizens of the community of Craig. In order for the health Council to enter in an agreement with the National Health Service Corps they must own a facility adequate to meet the health needs of the community and to house the facilities necessary for a Physician Extender to meet these needs.

The National Health Service Corps, in addition to providing a trained Physician Extender, provides equipment to local facilities in order to meet the health needs of the community. The services of the Physician Extender and the necessary equipment cannot be provided in our community unless the facility is locally owned and controlled.

Monies are available on a grant basis to construct such facilities but it seems ludicrous to apply for such grants when a facility that is adequate, to meet the needs, presently exists.

The problem arises however in that the facility is owned by the State of Alaska and therefore no person who collects fees for health care can provide services or operate within the Craig Health facility.

The National Health Service Corps will provide monies to establish a Physician Extender with the agreement that the Physician Extender become self supporting within 2 to 3 years. This, of course, necessitates service on a fee basis which in our present facility is not allowed.

Originally in late 1971 negotiations for a health facility between the City of Craig and the State of Alaska began. In May of 1972 the City of Craig relinquished a lot to the State to construct a health center. A contract was let to construct a facility 42 feet X 25 feet, for the State of Alaska, for approximately \$60,000.00.

During the negotiations, Margaret Bixby, a State of Alaska Health official, indicated that after one calendar year, if the City of Craig could maintain this facility, it would be turned over to the City for local control and operation. The facility was completed in January of 1973 and has been utilized, as previously stated, since that time.

In January of 1974, Mrs. Marvin Yoder, at Ft. Wainwright Hatch, visited with Margaret Bixby in Juneau regarding the transfer of the health facility in Craig from the state to the city. At that time Mrs. Bixby indicated that their office would explore with the State Administration the feasibility of such a move.

As of April 1st a State Public Health nurse will be stationed in Craig. Margaret Bixby has expressed a concern about the nurse being able to operate out of the clinic should the city own the title to the clinic. The Craig Health Council has assured Mrs. Bixby that there will always be room for the nurse to operate out of the Craig Clinic, without rental charges to the State.

Mayor Yoder and Dr. Hatch met with Sue Green and Jessie Dodson, Special Assistant to Governor Hammond and expressed our requests and concerns. Their assistance and cooperation, together with your support, has resulted in Senate Concurrent Resolution No. 84.

The Craig Health Council respectfully requests your total support of this measure and thanks you for your concern and introduction of this resolution to the Judiciary Committee.

If you feel it would be beneficial for an individual from Craig, to testify, on behalf of this resolution please notify us.

Thank you for your assistance and concern. We look forward to bigger and better things for the West Coast of Prince of Wales Island.

Sincerely,

Enclosure: Joint Motion for  
No. 1, block 1, U.S. Highway 210  
Craig, Alaska 99820

cc: Mayor Jay Hammond, Juneau  
Mayor Martin Yoder, Craig  
Mayor Rex Hixley, Juneau  
Sue Green, Juneau  
Dr. Yo. Dodson, Juneau  
Barry Gardner, Juneau  
Sally Freeman, Juneau  
Irene Larson, Juneau

QUITCLAIM DEED

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THIS INDENTURE, made this 19<sup>th</sup> day of May 1972, between the CITY OF CRAIG, Alaska, hereinafter called Grantor, and the STATE OF ALASKA, hereinafter called Grantee,

WITNESSETH: That the said Grantor, for and in consideration of the determination of the Common Council of the City of Craig, Alaska, that a donation of the property hereinafter described to Grantee would be advantageous to the best interests of the city and the community, does by these presents quitclaim unto the said Grantee all the right, title, equity, interest, claim, and demand which the said Grantor has in and to the following described property situate in Craig, Alaska, to-wit:

All and entire Lot One, Block Fourteen (14), U. S. Survey 1430, Craig, Alaska Townsite;

together with all improvements thereon; together with the easements, rights, and interests belonging or in any way connected therewith.

TO HAVE AND TO HOLD unto the said Grantee, with all appurtenances, unto the said Grantee, and to the heirs, assigns, and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in the presence of its duly authorized officers, and its corporate seal to be hereunto affixed, on the said day and year first above written.

*[Handwritten signature]*  
Mayor  
City of Craig

STATE OF ALASKA  
First District

THIS IS TO CERTIFY that on this 19<sup>th</sup> day of May

IEGLER, ZIEGLER & CLAUDY  
Phone 225-4145  
P. O. Box 979  
Ketchikan Alaska  
99901

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1972, before me, the undersigned, a United States Postmaster in and for the United States of America, duly commissioned and sworn, personally appeared STANLEY L. BIPUS and FRANCES J. SHAPLEY, to me known to be the Mayor and City Clerk respectively of the CITY OF CRAIG, a municipal corporation, the corporation which executed the above and foregoing instrument; and who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof; and acknowledged that they signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



*Norma Anderson*  
United States Postmaster

SCR

94

## COMMITTEE REPORT

### HOUSE

Mr. Speaker:

Date \_\_\_\_\_

The Committee on \_\_\_\_\_ has had \_\_\_\_\_

under consideration. A Majority of the members of the Committee

recommends it DO PASS

recommends it DO NOT PASS

recommends it DO PASS WITH ATTACHED AMENDMENT(S)

recommends it BE REPLACED WITH CS FOR \_\_\_\_\_ AND THAT

CS FOR \_\_\_\_\_ DO PASS

"and" recommends it BE REFERRED TO THE \_\_\_\_\_

COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

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

Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ Chairman



# Alaska State Legislature

## House

JUNEAU ALASKA

HOUSE HESS COMMITTEE MEETING

APRIL 29, 1976

Present: Sullivan Davis Parr  
Hackney Beirne Ostrosky Osterback

Testifying: Pat Hung, Div. of Personnel

### SCR 94 - Licensing of Nursing Home Administrators - Rules

Depts. position is that they are against it for various reasons. Mainly that the city would use it as incentive for a Phy. assistant to come in and charge fees. Against the states policy. Many legal problems.

Committee wants to know if public health nurses could still come in and use the facility????

Amendment line 19, pl

"Be it further resolved that the transfer document guarantee continued availability of space for state medical personnel at no cost to the state"

Committee decided to hold this bill over till we can get someone to testify on it regarding the questions raised by the committee

(amendment was not voted on)

### CSHB 457 - Training & Ed. of state employees- Buchholdt

Pat Hunt - testifying regarding this bill and how it would affect the state employees. Fiscal implications hard to figure out. Depts now do some educating of employees, but mainly those who are minority hire.

The bill- purpose of bill to allow professional people to follow their chosen profession by continuing education.

Committee concerned that the ed. process will override the job. Bill mandates also things, such as "shall" create a program.

Amendment p.2 line 5 delete the word "shall", add "may as funds permit"

amendment passed.

Hold bill over for more information.

### HB 881 - Interference with Phy/patient relationship

Hugh Fleischer, attorney for many cancer patients interested in laetrile. made various recommendations for this bill. change word drug to "substance" Numerous studies which support laetrile.

POSITION PAPER / Department of Health and Social Services

POSITION PAPER

ON

SENATE CONCURRENT RESOLUTION NO. 94

"An Act relating to annulling a regulation adopted by the Department of Health and Social Services pertaining to the licensing of nursing home administrators."

The Department of Health and Social Services concurs with this resolution.

Recommended By: Francis S.L. Williamson Date 4/12/76  
Francis S.L. Williamson, Commissioner  
Department of Health & Social Services

Lawrence J. Sullivan Date 4/12/76  
Lawrence J. Sullivan, Director  
Division of Public Assistance

FISCAL NOTE

Second Session - Ninth Legislature

I. REQUEST Senate Concurrent Resolution No. 94  
 Bill No. \_\_\_\_\_  
 Title: Annuling a regulation adopted by the DH&SS pertinent to nursing home admini.  
 Requested by: Department of Health & Social Services Date: 4/12/76  
 Return Date Requested: \_\_\_\_\_  
 Agency: \_\_\_\_\_ Program: \_\_\_\_\_

II. FISCAL DETAIL  
 Budget Request Unit(s) Affected: \_\_\_\_\_

A. EXPENDITURES: (Thousands of dollars)

OBJECT	FY 76	FY 77	FY 78	FY 79	FY 80	FY 81
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

B. FUNDING: (Thousands of dollars)

GENERAL FUND	0	0	0	0	0	0
FEDERAL FUNDS	0	0	0	0	0	0
OTHER	0	0	0	0	0	0

C. POSITIONS:

PERMANENT/TEMPORARY	/ 0	/ 0	/ 0	/ 0	/ 0	/
MAN MONTHS (P./T.)	/ 0	/ 0	/ 0	/ 0	/ 0	/

III. ANALYSIS (See Fiscal Note Preparation Instructions, Section III)

IV. ATTACHMENTS

V. DATE: 4/12/76 PREPARED BY: Lawrence J. Sullivan, Director  
 Division of Public Assistance

Original: Legislative Finance  
 cc: Budget and Management  
 Prime Sponsor (First Legislative Name)

Reviewed by Financial Management

SJR

4

# COMMITTEE REPORT

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CS FOR \_\_\_\_\_ DO PASS

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COMMITTEE

reports it back WITHOUT RECOMMENDATION

"other"

Members signing the Majority report:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Members NOT concurring in the Majority report:

_____	recommends:
_____	recommends:
_____	recommends:
_____	recommends:
_____	recommends:

\_\_\_\_\_ Chairman

SJR-4

JOHN L. MCCLELLAN, ARK., CHAIRMAN

WARREN G. MACGUSON, WASH.  
JOHN C. STENNIS, MISS.  
JOHN O. PASTORE, R.I.  
ROBERT C. BYRD, W. VA.  
GALE W. MC GEE, WYO.  
MIKE MANSFIELD, MONT.  
WILLIAM PROXMIER, WIS.  
JOSEPH M. MONTOYA, N. MEX.  
DANIEL K. INOUE, HAWAII  
ERNEST F. HOLLINGS, S.C.  
BIRCH BAYH, IND.  
THOMAS F. EAGLETON, MO.  
LAWTON CHILES, FLA.  
J. BENNETT JOHNSTON, LA.  
WALTER D. HUDDLESTON, KY.

MILTON R. YOUNG, N. DAK.  
ROMAN L. HRUSKA, NEBR.  
CLIFFORD P. CASE, N.J.  
HIRAM L. FONG, HAWAII  
EDWARD W. BROOKE, MASS.  
MARK O. HATFIELD, OREG.  
TED STEVENS, ALASKA  
CHARLES MC C. MATHIAS, JR., MD.  
RICHARD S. SCHWEIKER, PA.  
HENRY BELLMON, OKLA.

# United States Senate

COMMITTEE ON APPROPRIATIONS

WASHINGTON, D.C. 20510

March 17, 1975

JAMES R. CALLOWAY  
CHIEF COUNSEL AND STAFF DIRECTOR

Hon. George Hohman  
Alaska State Senator  
Chairman, Senate Hess Committee  
Alaska State Senate  
Pouch V  
Juneau, Alaska 99801

Dear Senator Hohman:

Thank you for the Senate Health, Education and Social Services Committee's letter of March 3, commenting on the Committee's concern over the Federal taxation of State funds for Alaska pioneers.

I have written the Director of the Internal Revenue Service and have asked him to investigate this situation. Specifically, I have asked him to determine if any provisions exist to render State funds for Alaska pioneers non-taxable by the Federal Government. When I receive a reply from the IRS, I shall be in touch with you.

I appreciate hearing of the Committee's concern over this matter. I hope that you would be kind enough to share this message with the other members of the Committee.

With best wishes,

Cordially,



TED STEVENS  
United States Senator

SJR

10 AM

# COMMITTEE REPORT

## HOUSE

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Date \_\_\_\_\_

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Members signing the Majority report:

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

Members NOT concurring in the Majority report:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_ recommends:

\_\_\_\_\_  
Chairman

Box 342  
Palmer, Alaska  
99645

2/10/75

Senator Jay Kertula  
Juneau, Alaska  
99801

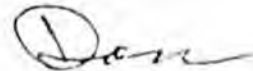
Dear Jay;

I think the letter I wrote to the Outpatients Pharmacy dated February 10, 1975, states the crux of my problem with the V.A. That is, the objections I raised previously about ordering from Seattle. As stated in that letter, my fears and doubts became a reality. This is born out by the enclosed lab graphs which show the results of my blood work. The other copies of correspondence contain, in chronological order, the previous letters of my feelings on the practice of ordering this perishable medication by mail, and, the replies I received.

All I'm asking (or have ever asked the V.A. for) is that I be allowed to get the insulin from Bert's here in Palmer.

Please note the area's I have indicated in red, which support the things I have so stated to the Outpatients Pharmacy in my letter of February 10, 1975. I'm pleading for your assistance in this matter as it could easily lead to more severe complications of my disability. I'm also sending an identical packet to Senator Stevens as well as the V.A. office in Washington, D.C. and the VARO clinic administrator, Dr. Whalen in Juneau.

Sincerely,



Dan Brase

P.S.

In regards to the message relayed back to me from Juneau; the Outpatients Pharmacy admitted they were in error in the way my shipment was handled.

REF: 23572631

Box 342  
Palmer, Alaska  
99645

OUTPATIENTS PHARMACY  
Room 521 Smith Tower  
2nd Ave. & Yesler Way  
Seattle, Wash. 98104

Feb. 10, 1975

Gentlemen:

Enclosed is my refill order for diabetic supplies. It is my understanding that you were contacted by Dr. Whalen's office in Juneau last Thursday, Feb. 6, 1975, regarding the proper handling and shipping procedures in the future of my insulin.

I would like to point out a few things to you regarding the batch I received from your pharmacy, on the last order. Perhaps I should begin with the time I noticed my vision beginning to blur somewhat, and at which time I had an exam. Before the Dr. asked me more than a couple of questions, he became aware of the fact I had diabetes and requested a blood sugar test be done. The results showed the glucose level at 285mg%. I immediately increased my insulin intake 2 units and fell back to an 800 calorie (or less) per day diet. About 1 week later, I had a fasting blood sugar drawn with a result of 360mg%. That same day, a 2 hr. PC was done after my noon snack with a result of 560mg%!!! My urine was showing +3--+4 throughout this period. It should be noted that I followed this diet religiously, along with the increase in insulin, for approximately 8-10 days. Upon advice of my Doctor, I purchased a bottle of insulin locally, taking the same amount, and increased my diet to 2000+ calories per day. After 3 or 4 days, my urines started running negative and my vision has since cleared also.

I think it would be a damned safe assumption to make, that the insulin I was using was spoiled. There are several possibilities that enter my mind regarding this. No. 1, the box it was shipped in contained neither insulation nor was it marked in any way other than an address label. No. 2, it was no good prior to shipping. No. 3, it is very conceivable that at 35,000 feet in a jet airplane it's right chilly in a mail compartment--like maybe -50 or 60. Furthermore, being uninsulated, if it layed around in a post office for several days, it would become unduly warm, neither condition being conducive to the proper care of such a product. (At least that's what it says on the bottle!)

Now, the message that was relayed back to me from Juneau, was that I could be assured that in the future, these supplies would be handled

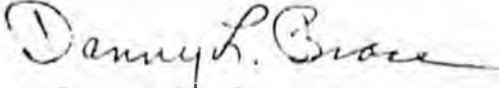
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(continued)

Feb. 10, 1975

in the proper manner. For the benefit of all concerned, I certainly hope so!, as this is in actuality, my "life's-blood", and it is no enjoyable experience to depend on a medication only to discover that a person could as well have taken a shot of water. I have a copy of all correspondence since I was ordered last Spring to either order from your firm or I would be made to pay for this medication. At that time, I questioned and objected to having to order from Seattle, of all places, and through the mail. My objections were based upon those doubts of such a practice and which have now been a reality.

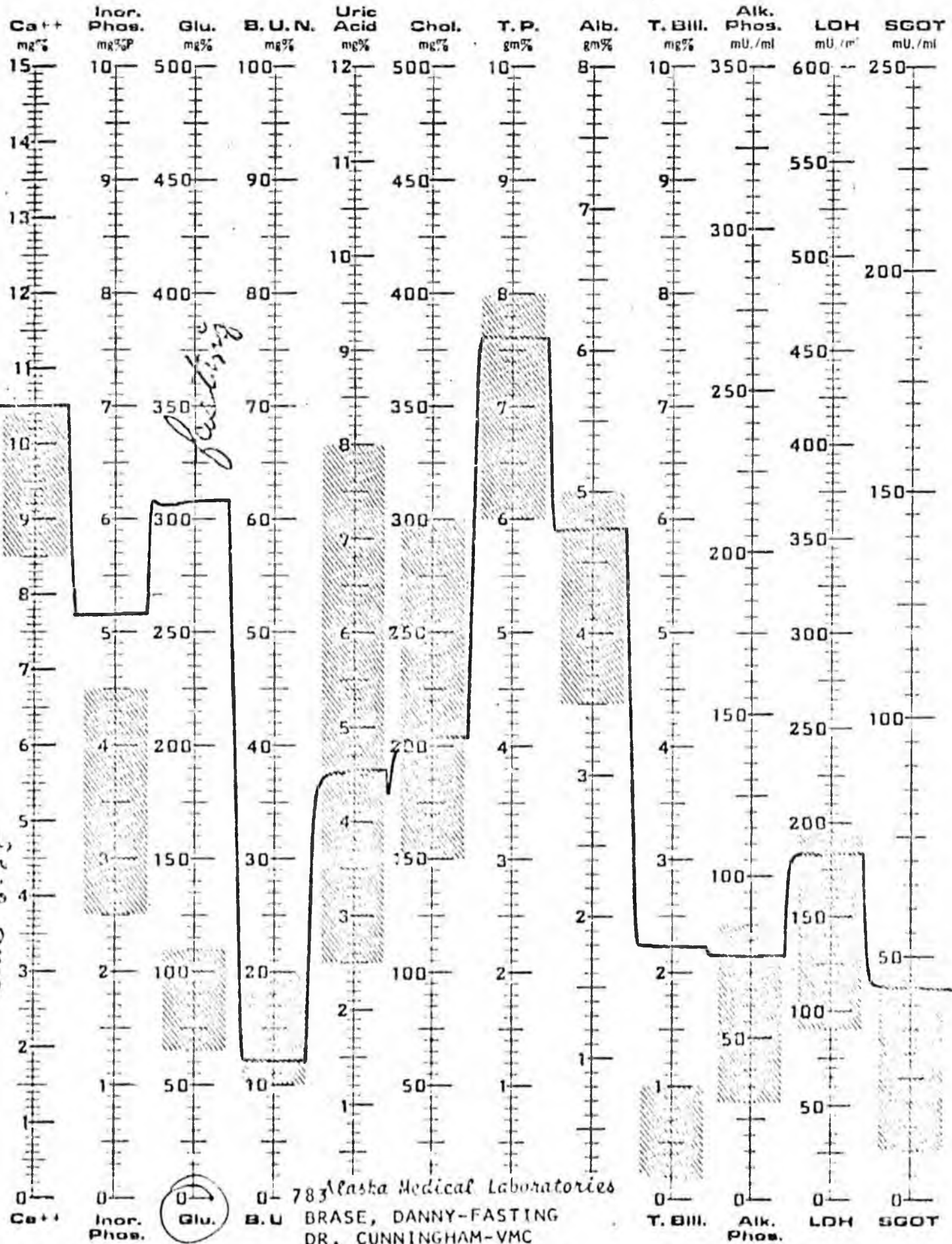
I am submitting forthwith, copies of all this correspondence, as well as a copy of this letter to my State and National Senators and others as listed below. I would appreciate any reply and or explanation you are able to send me in regards to this experience.

Truly yours,

  
Danny L. Brase

cc; Senator Kertula  
Senator Stevens  
Dr. Whalen, Juneau  
V.A. Washington, D.C.





Craw G. J.

J. Cunningham

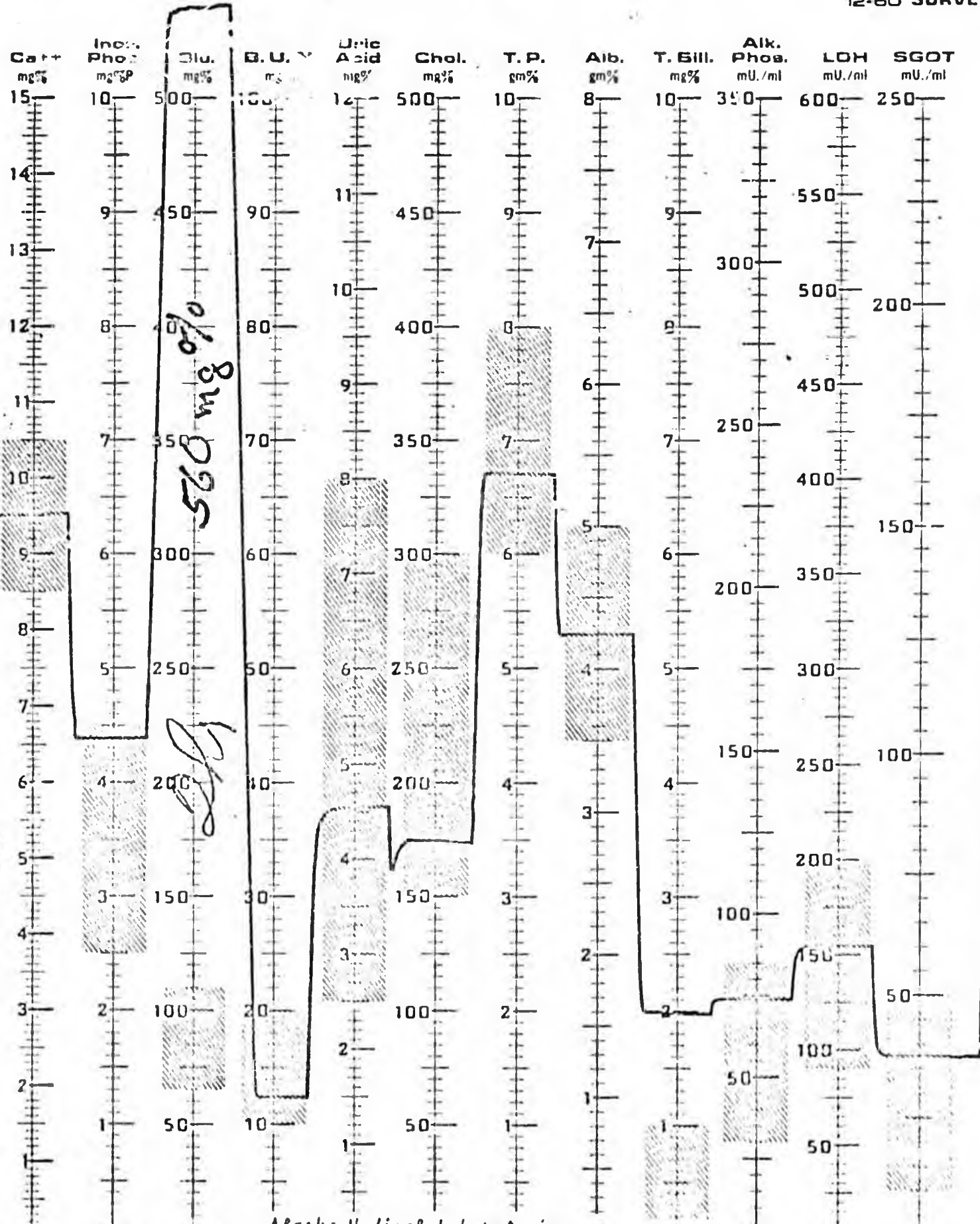
Glu.

783 Alaska Medical Laboratories  
BRASE, DANNY-FASTING  
DR. CUNNINGHAM-VMC  
JAN. 20, 1975

Patient's Name \_\_\_\_\_

600085

Blind 6-26



500 mg%

*[Signature]*

781 Alaska Medical Laboratories  
BRASE, DANNY-2 HR.  
DR. CUNNINGHAM-VMC  
JAN. 20, 1975

Patient's Name \_\_\_\_\_

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