

AMENDMENT SIX  
TO CONTRACT FA-96-11837-00

RFS NO.: 329.00-007  
DEPT OF CORRECTIONS

BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.

2001 JUN 26 11 09:32

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Prison Health Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.8 in its entirety and insert the following in its place:

B.8. In no event shall the maximum liability of the State under this Contract exceed NINETEEN MILLION SIX HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$19,699,461.00).

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

PRISON HEALTH SERVICES, INC.:

Bruce Teal  
Bruce Teal, Executive Vice President

DATE: 6/25/01

DEPARTMENT OF CORRECTION:

Donal Campbell  
Donal Campbell, Commissioner

DATE: 6/29/01

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel  
C. Warren Neel, Ph.D., Commissioner

DATE: 7/12/01

COMPTROLLER OF THE TREASURY:

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

DATE: 7/16/01

RFS NO.: 329.00-007

AMENDMENT FIVE  
TO CONTRACT FA-96-11837-00

BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Prison Health Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.8 in its entirety and insert the following in its place:

B.8. In no event shall the maximum liability of the State under this Contract exceed NINETEEN MILLION FIVE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$19,569,461.00).

2. Delete Section B.11 in its entirety and insert the following in its place:

B.11. For the period of November 1, 1995 through June 30, 2001, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc., the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

3. Delete Section C.1 in its entirety and insert the following in its place:

C.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 1995, and ending on June 30, 2001. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

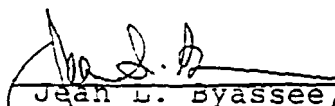
4. Delete Attachment A in its entirety and insert the revised Attachment A in its place.

5. Delete Attachment D in its entirety and insert the revised Attachment D in its place.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.


IN WITNESS WHEREOF:

PRISON HEALTH SERVICES, INC.:

  
\_\_\_\_\_  
Jean L. Byassee, Senior Vice President

DATE: 1-29-01

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
Donal Campbell, Commissioner

DATE: 1-31-01

RFS NO.: 329.00-007

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neel  
C. Warren Neel, Ph.D., Commissioner

DATE FEB 22 2001

COMPTROLLER OF THE TREASURY:

John G. Morgan  
John G. Morgan, Comptroller of the Treasury

DATE 2/27/01

RFS NO.: 329.00-007  
 ATTACHMENT A  
 Page 1 of 2

CONTRACT  
 BETWEEN  
 THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
 RIVERBEND MAXIMUM SECURITY INSTITUTION  
 AND  
 PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	11/1/95- 6/30/97 <u>FTE</u>	7/1/97- 6/30/01 <u>FTE</u>
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	2.0	2.00
MEDICAL RECORDS CLERK	1.0	1.00
DIRECTOR OF <u>NURSING</u>	1.0	1.00
<u>PA/NP</u>	1.0	1.00
RN	6.2	6.22
LPN	10.0	10.0
X-RAY TECHNICIAN	0.3	0.3
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
MHPS (Bachelor's level Bachelor/Social Science Graduate)	1.0	1.0
PSYCHOLOGICAL EXAMINER	2.0	2.0
PSYCHOLOGIST, DOCTORATE LEVEL	0.2	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>27.6</b>	<b>27.0</b>

RFS NO.: 329.00-007  
 ATTACHMENT A  
 Page 2 of 2

CONTRACT  
 BETWEEN  
 THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
 TENNESSEE PRISON FOR WOMEN  
 AND  
 PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	<u>11/1/95- 6/30/97 FTE</u>	<u>7/1/97- 6/30/01 FTE</u>
OB/GYN SPECIALIST	0.3	0.3
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	1.0	1.0
MEDICAL RECORDS CLERK	1.0	1.0
DIRECTOR OF NURSING	1.0	1.0
PA/NP	1.0	1.0
RN	4.2	4.2
LPN	6.6	6.6
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
PSYCHOLOGIST, DOCTORATE LEVEL	0.3	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>18.3</b>	<b>17.6</b>

RFS NO.: 329.00-007  
ATTACHMENT D  
Page 1 of 1

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

**REIMBURSABLE PER DIEM EXPENSE**

**TENNESSEE PRISON FOR WOMEN**

Bed Capacity 362

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Bed Day Rate	\$9.65	\$10.07	\$9.20	\$9.20	\$9.20	\$9.54
Contract Costs by Year	\$1,279,165.00	\$1,330,332.00	\$1,215,596.00	\$1,215,596.00	\$1,215,596.00	\$1,270,882.00

**Total Cost \$7,527,167.00**

**RIVERBEND MAXIMUM SECURITY INSTITUTION**

Bed Capacity 608

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Bed Day Rate	\$7.59	\$7.91	\$7.58	\$7.58	\$7.58	\$7.86
Contract Costs by Year	\$1,688,810.00	\$1,755,388.00	\$1,682,154.00	\$1,682,154.00	\$1,682,154.00	\$1,758,628.00

**Total Cost \$10,249,288.00**

**TOTAL CONTRACT COST \$17,776,455.00**

Note: The contract costs in this attachment do not include amounts for populations in excess of capacity, which were provided for in Amendment 1.

AMENDMENT FOUR  
TO CONTRACT FA-96-11837-03

2000 JUN 27 AM 9:54

BETWEEN THE STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Prison Health Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete Section B.8 in its entirety and insert the following in its place:

B.8. In no event shall the maximum liability of the State under this Contract exceed SEVENTEEN MILLION SEVEN HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS (\$17,799,788.00).

2. Delete Section B.11 in its entirety and insert the following in its place:

B.11. For the period of November 1, 1995 through December 31, 1999, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc., the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

3. Delete Section C.1 in its entirety and insert the following in its place:

C.1. Contract Term. This Contract shall be effective for the period commencing on November 1, 1995, and ending on December 31, 2000. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

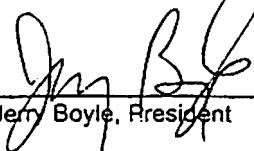
4. Delete Attachment A in its entirety and insert the revised Attachment A in its place.

5. Delete Attachment D in its entirety and insert the revised Attachment D in its place.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

PRISON HEALTH SERVICES, INC.:

  
\_\_\_\_\_  
Jerry Boyle, President

DATE: 6-29-00

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
Donal Campbell, Commissioner

DATE: 6-29-00

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

*C. Warren Neel*

John D. Ferguson, Commissioner

DATE: 7-17-00

*C. Warren Neel*  
COMPTROLLER OF THE TREASURY:  
Approved

*John G. Morgan*

John G. Morgan  
Comptroller of the Treasury

Date 7/19/00



CONTRACT  
 BETWEEN  
 THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
 RIVERBEND MAXIMUM SECURITY INSTITUTION  
 AND  
 PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	11/1/95- 6/30/97 <u>FTE</u>	7/1/97- 12/31/00 <u>FTE</u>
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	2.0	2.00
MEDICAL RECORDS CLERK	1.0	1.00
DIRECTOR OF <u>NURSING</u>	1.0	1.00
<u>PA/NP</u>	1.0	1.00
RN	6.2	6.22
LPN	10.0	10.0
X-RAY TECHNICIAN	0.3	0.3
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
MHPS (Bachelor's level Bachelor/Social Science Graduate)	1.0	- 1.0
PSYCHOLOGICAL EXAMINER	2.0	2.0
PSYCHOLOGIST, DOCTORATE LEVEL	0.2	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>27.6</b>	<b>27.0</b>

27.3 - 3/00

CONTRACT  
 BETWEEN  
 THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
 TENNESSEE PRISON FOR WOMEN  
 AND  
 PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	<u>11/1/95- 6/30/97 FTE</u>	<u>7/1/97- 12/31/00 FTE</u>
OB/GYN SPECIALIST	0.3	0.3
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	1.0	1.0
MEDICAL RECORDS CLERK	1.0	1.0
DIRECTOR OF NURSING	1.0	1.0
PA/NP	1.0	1.0
RN	4.2	4.2
LPN	6.6	6.6
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
PSYCHOLOGIST, DOCTORATE LEVEL	0.3	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>18.3</b>	<b>17.6</b>

**CONTRACT  
 BETWEEN  
 THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
 TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
 AND  
 PRISON HEALTH SERVICES, INC.**

**REIMBURSABLE PER DIEM EXPENSE**

**TENNESSEE PRISON FOR WOMEN**

Bed Capacity 362

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Bed Day Rate	\$9.65	\$10.07	\$9.20	\$9.20	\$9.20	\$9.54
Contract Costs by Year	\$1,279,165.00	\$1,330,332.00	\$1,215,596.00	\$1,215,596.00	\$1,215,596.00	\$635,441.00
			<b>Total Cost</b>	<b>\$6,891,726.00</b>		

**RIVERBEND MAXIMUM SECURITY INSTITUTION**

Bed Capacity 608

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Bed Day Rate	\$7.59	\$7.91	\$7.58	\$7.58	\$7.58	\$7.86
Contract Costs by Year	\$1,688,810.00	\$1,755,388.00	\$1,682,154.00	\$1,682,154.00	\$1,682,154.00	\$879,314.00
			<b>Total Cost</b>	<b>\$9,369,974.00</b>		

**TOTAL CONTRACT COST      \$16,261,700.00**

Note: The contract costs in this attachment do not include amounts for populations in excess of capacity, which were provided for in Amendment 1.

AMENDMENT THREE  
TO CONTRACT FA-96-11837-03

BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Prison Health Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. By inserting the following Section in its entirety:

A.9. Mental Health Services

All mental health services provided under this contract shall be in conformance with all applicable TDOC policies and American Correctional Association standards, as they may be amended from time to time. If at any time the vendor seeks accreditation from a licensing entity other than those standards set forth by TDOC, the vendor agrees to assume the financial indebtedness required to meet those standards.

- a) Provide two (2) licensed Psychological Examiners and one (1) qualified Mental Health professional at RMSI. (at a staffing level no less than that detailed in ATTACHMENT A)
- b) Provide psychological admission assessments that shall be, if required, the basis for developing an individual treatment plan. When deemed necessary, a full psychological evaluation will be provided under appropriate clinical supervision.
- c) Treatment intervention and programs shall include, but are not limited to, the following:
  - Group counseling (short and long term)
  - Individual counseling (short and long term)
  - Sex offender aftercare counseling (per policy)
  - Anger Management
  - Substance Abuse Counseling (when not provided by the State and must be provided by a qualified A&D counselor)
- d) Provide psychological assessment/evaluation for the purpose of referring inmates/patients to the TDOC special needs facility or other TDOC special treatment units. Acceptance of a mental health referral shall be based upon clinical justification and availability of treatment beds at the treating facility.
- e) Provide psychological assessments on each inmate in segregation status within thirty (30) days of placement and each ninety (90) days thereafter as TDOC policy dictates.
- f) A treatment team approach shall be utilized, but not limited to, addressing case management, diagnostic impressions, intervention strategies, and treatment referrals.
- g) The licensed psychological examiner shall provide, or assist in providing, a mental health education program to State's staff or contractor that shall include, but not be limited to, the following:

Early detection of potential mental health/psychiatric problems, i.e., signs and symptoms of mental illness, retardation and alcohol and drug disorders.

Crisis intervention/suicide awareness programming

- h) Provide mental health traige as indicated in TDOC Policy and assisst in the general management of mental health patients.
- i) Comply with all medical and mental health documentation, record storage, and TOMIS requirements as noted in applicable TDOC policies.
- j) The licensed psychological examiners and qualified mental health professional shall practice in accordance with professional standards to those of the community and in compliance with State and federal laws.

2. Delete following Section (as amended) in its entirety:

B.8. In no event shall the maximum liability of the State under this Contract exceed TWELVE MILLION FIVE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS, \$12,589,638.00.

and insert the following in its place:

B.8. In no event shall the maximum liability of the State under this Contract exceed SIXTEEN MILLION THIRTY THOUSAND ONE HUNDRED FIFTEEN DOLLARS, \$16,030,115.00.

3. Delete following Section in its entirety:

B.11. For the period of November 1, 1995 through June 30, 1999, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc., the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

and insert the following in its place:

B.11. For the period of November 1, 1995 through June 30, 2000, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc., the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

4. Delete following Section in its entirety:

C. CONTRACT TERM:

C. 1. Contract Term. This Contract shall be effective for the period commencing on November 1, 1995, and ending on June 30, 1999. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. 2. Term Extension. The State reserves the right to extend this Contract for one (1) additional year, provided that the State notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's

maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

and insert the following in its place:

C. CONTRACT TERM:

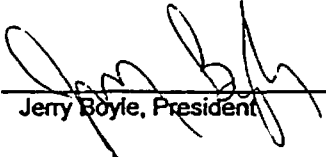
C. 1. Contract Term. This Contract shall be effective for the period commencing on November 1, 1995, and ending on June 30, 2000. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

- 5. Delete Attachment A in its entirety and insert the revised Attachment A in its place.
- 6. Delete Attachment D in its entirety and insert the revised Attachment D in its place.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.


IN WITNESS WHEREOF:

PRISON HEALTH SERVICES, INC.:

  
 \_\_\_\_\_  
 Jerry Boyle, President

DATE: 3-1-99

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION:

  
 \_\_\_\_\_  
 Donal Campbell, Commissioner

DATE: 3-9-99

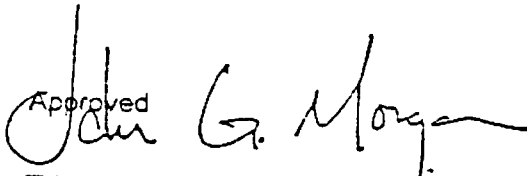
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
 \_\_\_\_\_  
 John D. Ferguson, Commissioner

DATE: 4/6/99

COMPTROLLER OF THE TREASURY:

Approved  
  
 \_\_\_\_\_  
 John G. Morgan  
 Comptroller of the Treasury  
 Date 4-6-99

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

STAFFING LEVEL

<u>POSITION</u>	11/1/95- 6/30/97 <u>FTE</u>	7/1/97- 6/30/00 <u>FTE</u>
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	2.0	2.00
MEDICAL RECORDS CLERK	1.0	1.00
DIRECTOR OF <u>NURSING</u>	1.0	1.00
<u>PA/NP</u>	1.0	1.00
RN	6.2	6.22
LPN	10.0	10.0
X-RAY TECHNICIAN	0.3	0.3
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
MHPS (Bachelor's level Bachelor/Social Science Graduate)	1.0	1.0
PSYCHOLOGICAL EXAMINER	2.0	2.0
PSYCHOLOGIST, DOCTORATE LEVEL	0.2	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>27.6</b>	<b>27.0</b>

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN  
AND  
PRISON HEALTH SERVICES, INC.**

STAFFING LEVEL

<u>POSITION</u>	<u>11/1/95- 6/30/97 FTE</u>	<u>7/1/97- 6/30/00 FTE</u>
OB/GYN SPECIALIST	0.3	0.3
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	1.0	1.0
MEDICAL RECORDS CLERK	1.0	1.0
DIRECTOR OF NURSING	1.0	1.0
PANP	1.0	1.0
RN	4.2	4.2
LPN	6.6	6.6
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
PSYCHOLOGIST, DOCTORATE LEVEL	0.3	
PSYCHIATRIST	0.4	
<b>TOTAL STAFF</b>	<b>18.3</b>	<b>17.6</b>



**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

**REIMBURSABLE PER DIEM EXPENSE**

**TENNESSEE PRISON FOR WOMEN**

Bed Capacity 362

	Year 1	Year 2	Year 3	Year 4	Year 5
Bed Day Rate	\$9.65	\$10.07	\$9.20	\$9.20	\$9.20
Contract Costs by Year	\$1,279,165.00	\$1,330,332.00	\$1,215,596.00	\$1,215,596.00	\$1,635,142.00
		<b>Total Cost</b>	<b>\$6,675,831.00</b>		

**RIVERBEND MAXIMUM SECURITY INSTITUTION**

Bed Capacity 608

	Year 1	Year 2	Year 3	Year 4	Year 5
Bed Day Rate	\$7.59	\$7.91	\$7.58	\$7.58	\$7.58
Contract Costs by Year	\$1,688,810.00	\$1,755,388.00	\$1,682,154.00	\$1,682,154.00	\$1,805,335.00
		<b>Total Cost</b>	<b>\$8,613,841.00</b>		

**TOTAL CONTRACT COST      \$15,289,672.00**

Note: The contract costs in this attachment do not include amounts for populations in excess of capacity, which were provided for in Amendment 1.

**AMENDMENT TWO  
TO CONTRACT FA-96-11837-00**

**BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.**

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Prison Health Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Delete following Section in its entirety:

A.9. Mental Health Services

All mental health services provided under this contract shall be in conformance with all applicable TDOC policies and American Correctional Association standards, as they may be amended from time to time. If at any time the vendor seeks accreditation from a licensing entity other than those standards set forth by TDOC, the vendor agrees to assume the financial indebtedness required to meet those standards.

- a) Provide licensed qualified mental health professionals at each of the TDOC institutions at a staffing level no less than that detailed in ATTACHMENT B.
- b) Develop and provide an inmate psychological/psychiatric admission assessment program that shall be, if required, the basis for developing an individual treatment plan. When deemed necessary, a full psychological/psychiatric evaluation will be provided.
- c) Treatment programs shall include, but are not limited to, the following:
  - Group therapy (short and long term)
  - Individual therapy (short and long term)
  - Sex offender aftercare counseling (per policy)
- d) When clinically indicated, provide a full psychological and/or psychiatric assessment/evaluation on inmates referred by TDOC/contract staff or as policy dictates.
- e) Provide psychological and/or psychiatric assessment/evaluation for the purpose of referring inmates/patients to the TDOC special needs facility or other TDOC special treatment units. Acceptance of a mental health referral shall be based upon clinical justification and availability of treatment beds at the treating facility.

- f) Provide psychological/psychiatric assessments on each inmate in segregation status within thirty (30) days of placement and each ninety (90) days thereafter as TDOC policies dictate.
- g) Provide medication management to all TDOC patients receiving psychotropic medication.
- h) The psychologist shall provide direct clinical supervision to the licensed psychological examiner(s), and when applicable, to student interns as required.
- i) The psychologist shall provide clinical supervision to the licensed psychological examiners, mental health program specialists, and substance abuse counselors, as well as providing program consultation.
- j) A treatment team approach shall be utilized, but not limited to, addressing case management, diagnostic impressions, intervention strategies, and treatment referrals.
- k) Provide for 24 hours per day 7 days per week emergency availability by the psychiatrist and/or psychologist for consultation with mental health, medical staff, or those designated by the Warden. Such availability may be by telephone unless circumstances necessitate on-sit service delivery.
- l) The psychologist shall conduct psychological evaluations on State's inmates as requested by the Tennessee Board of Parole. The psychologist shall not perform a psychological evaluation on an inmate that he/she has dealt with in the capacity of a therapist.
- m) The Contractor shall provide a mental health education program to State's staff that shall include, but not be limited to, the following:
  - Early detection of potential mental health/psychiatric problems, i.e., signs and symptoms of mental illness, retardation and alcohol and drug disorders.
  - Crisis intervention/suicide awareness programming
- n) Comply with all medical and mental health documentation/record storage requirements as noted in applicable TDOC policies.
- o) Practice in accordance with professional standards to those of the community and in compliance with State and federal laws.

2. Delete following Section (as amended) in its entirety:

B.8. In no event shall the maximum liability to the State under this Contract exceed NINE MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS, \$9,584,841.00.

and insert the following in its place:

B.8. In no event shall the maximum liability of the State under this Contract exceed TWELVE MILLION FIVE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED THIRTY-EIGHT DOLLARS, \$12,589,638.00.

3. Delete following Section in its entirety:

B.11. For the period of November 1, 1995 through June 30, 1998, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc. the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

and insert the following in its place:

B.11. For the period of November 1, 1995 through June 30, 1999, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc., the following per diem rates for populations over those requested and proposed:

RMSI	\$3.12	(over 608)
TPW	\$4.00	(over 362).

4. Delete following Section in its entirety:

C. TERM:

This Contract shall be effective for a period of three years, commencing on November 1, 1995 and ending on June 30, 1998. The State shall have no responsibility for services rendered by the Contractor which are not performed within the specified period. The State shall have the right to an option to renew the Contract for an additional two years.

and insert the following in its place:

C. CONTRACT TERM:

C. 1. Contract Term. This Contract shall be effective for the period commencing on November 1, 1995, and ending on June 30, 1999. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. 2. Term Extension. The State reserves the right to extend this Contract for one (1) additional year, provided that the State notifies the Contractor in writing of its

intention to do so at least sixty (60) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

5. Delete following Section in its entirety:

D. 3. The State may terminate this Contract by giving the Contractor at least 90 days written notice before the effective termination date. In that event, the Contractor shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.

and insert the following in its place:

D. 3. Termination for Convenience. The State may terminate the Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date. In that event, the Contractor shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.

6. Delete Attachment A in its entirety and insert the revised Attachment A in its place.

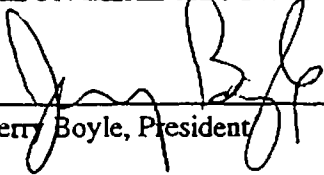
7. Delete Attachment B in its entirety and insert the revised Attachment B in its place.

8. Delete Attachment D in its entirety and insert the revised Attachment D in its place.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF:

PRISON HEALTH SERVICES, INC.:

  
\_\_\_\_\_  
Jerry Boyle, President

DATE: 4-27-98

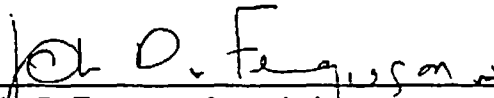
STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION:

  
\_\_\_\_\_  
Donal Campbell, Commissioner

DATE: 5-3-98

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
John D. Ferguson, Commissioner

DATE: 5/20/98

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
William R. Snodgrass, Comptroller of the Treasury

DATE: 5-27-98

CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	11/1/95- 6/30/97 <u>FTE</u>	7/1/97- 6/30/99 <u>FTE</u>
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	2.0	2.0
MEDICAL RECORDS CLERK	1.0	1.0
DIRECTOR OF <u>NURSING</u>	1.0	1.0
<u>PA/NP</u>	1.0	1.0
RN	6.2	6.2
LPN	10.0	10.0
X-RAY TECHNICIAN	0.3	0.3
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
MHPS (Bachelor's level Bachelor/Social Science Graduate)	1.0	
PSYCHOLOGICAL EXAMINER	2.0	
PSYCHOLOGIST, DOCTORATE LEVEL	0.2	
PSYCHIATRIST	0.4	
TOTAL STAFF	27.6	24.0

CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN  
AND  
PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	<u>11/1/95- 6/30/97 FTE</u>	<u>7/1/97- 6/30/99 FTE</u>
OB/GYN SPECIALIST	0.3	0.3
PHYSICIAN	0.5	0.5
HEALTH SERVICES ADMINISTRATOR	1.0	1.0
MEDICAL SECRETARY	1.0	1.0
MEDICAL RECORDS CLERK	1.0	1.0
DIRECTOR OF NURSING	1.0	1.0
PA/NP	1.0	1.0
RN	4.2	4.2
LPN	6.6	6.6
DENTIST	0.5	0.5
DENTAL ASSISTANT	0.5	0.5
PSYCHOLOGIST, DOCTORATE LEVEL	0.3	
PSYCHIATRIST	0.4	
TOTAL STAFF	18.3	17.6



**CONTRACT**  
**THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION**  
**RIVERBEND MAXIMUM SECURITY INSTITUTION**  
**AND**  
**PRISON HEALTH SERVICES**

Proposed Staffing Schedule  
for the  
RIVERBEND MAXIMUM SECURITY INSTITUTION

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
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**PROFESSIONAL STAFF**

Medical Director	-	5	5	-	5	5	-	20	0.5
Dentist	-	4	4	4	4	4	-	20	0.5
<b>Subtotal Hours</b>	<b>0</b>	<b>9</b>	<b>9</b>	<b>4</b>	<b>9</b>	<b>9</b>	<b>0</b>	<b>40</b>	<b>1.0</b>

**MEDICAL SUPPORT STAFF**

Health Services Administrator (HSA)		D	D	D	D	D	-	40	1.0
Director of Nursing	-	D	D	D	D	D	-	40	1.0
PA/NP	-	D	D	D	D	D	-	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Records Clerk	-	D	D	D	D	D	-	40	1.0
Dental Assistant	-	D	D	D	D	D	-	20	0.5
X-Ray Technician	-	D	-	D	-	D	-	12	0.3
RN	-	D	D	D	D	D	-	40	1.0
RN	-	D	D	D	D	D	D	40	1.0
RN	D	D	-	D	-	D	D	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	D	-	D	D	-	-	D	40	1.0
LPN	D	-	-	-	D	-	D	24	0.6
<b>Subtotal Hours</b>	<b>24</b>	<b>104</b>	<b>100</b>	<b>112</b>	<b>108</b>	<b>104</b>	<b>24</b>	<b>576</b>	<b>14.4</b>

RMSI Staffing Continued on Next Page

RIVERBEND MAXIMUM SECURITY INSTITUTION, Continued

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
RN		E	E	E	E	E		40	1.0
RN	E	E				E	E	32	0.8
LPN		E	E	E	E	E		40	1.0
LPN		E	E	E	E	E		40	1.0
LPN	E		E	E	E		E	40	1.0
LPN	E						E	16	0.4
<b>Subtotal Hours</b>	<b>24</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>24</b>	<b>208</b>	<b>5.2</b>
RN		N	N	N	N	N		40	1.0
RN	N						N	16	0.4
LPN		N	N	N	N	N		40	1.0
LPN	N	N		N	N		N	40	1.0
<b>Subtotal Hours</b>	<b>16</b>	<b>24</b>	<b>16</b>	<b>24</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>136</b>	<b>3.4</b>
<b>TOTAL FOR RMSI</b>	<b>64</b>	<b>197</b>	<b>187</b>	<b>198</b>	<b>203</b>	<b>191</b>	<b>64</b>	<b>960</b>	<b>18.3</b>

D = Days/1st Shift    E = Evenings/2nd Shift    N = Nights/3rd Shift    S = Swing Shift  
1.0 FTE = 40 hrs./wk.    1.4 FTE = 56 hrs./wk.

**CONTRACT**  
**THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION**  
**TENNESSEE PRISON FOR WOMEN**  
**AND**  
**PRISON HEALTH SERVICES**

Proposed Staffing Schedule for the  
TENNESSEE PRISON FOR WOMEN

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
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**PROFESSIONAL STAFF**

Medical Director	-	4	4	4	4	4	-	20	0.5
OB/GYN Specialist	-	-	-	-	6	6	-	12	0.3
Dentist	-	-	-	6	7	7	-	20	0.5
<b>Subtotal Hours</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>10</b>	<b>17</b>	<b>17</b>	<b>0</b>	<b>52</b>	<b>1.3</b>

Medical Support Staff

<b>Health Services</b>									
Administrator (HSA)	-	D	D	D	D	D	-	40	1.0
Director of Nursing	-	D	D	D	D	D	-	40	1.0
PA/NP	-	D	D	D	D	D	-	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Records Clerk	-	D	D	D	D	D	-	40	1.0
Dental Assistant	-	-	-	D	D	D	-	20	0.5
RN	D	D	D	D	D	D	D	56	1.4
LPN	D	D	D	D	D	D	D	56	1.4
LPN	-	D	D	D	D	D	-	40	1.0
<b>Subtotal Hours</b>	<b>16</b>	<b>64</b>	<b>64</b>	<b>70</b>	<b>71</b>	<b>71</b>	<b>16</b>	<b>372</b>	<b>9.3</b>

RN	E	E	E	E	E	E	E	56	1.4
LPN	E	E	E	E	E	E	E	56	1.4
LPN	E	E	E	E	E	E	E	28	0.7
<b>Subtotal Hours</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>140</b>	<b>3.5</b>

TPW Staffing Continued on Next Page

TENNESSEE PRISON FOR WOMEN, Continued

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
RN	N	N	N	N	N	N	N	56	1.4
LPN	N	N	N	N	N	N	N	56	1.4
LPN	N	N	N	N	N	N	N	28	0.7
<b>Subtotal Hours</b>								<b>140</b>	<b>3.5</b>
<b>TOTAL FOR TPW</b>	<b>56</b>	<b>108</b>	<b>108</b>	<b>124</b>	<b>140</b>	<b>140</b>	<b>56</b>	<b>704</b>	<b>17.6</b>

D = Days/1st Shift    E = Evenings/2nd Shift    N = Nights/3rd Shift    S = Swing Shift  
 1.0 FTE = 40 hrs./wk.    1.4 FTE = 56 hrs./wk.

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

**REIMBURSABLE PER DIEM EXPENSE**

**TENNESSEE PRISON FOR WOMEN**

Bed Capacity	362			
	Year 1	Year 2	Year 3	Year 4
Bed Day Rate	\$9.65	\$10.07	\$9.20	\$9.20
Contract Costs by Year	\$1,279,165.00	\$1,330,332.00	\$1,215,596.00	\$1,215,596.00
	<b>Total Cost</b>	<b>\$5,040,689.00</b>		

**RIVERBEND MAXIMUM SECURITY INSTITUTION**

Bed Capacity	608			
	Year 1	Year 2	Year 3	Year 4
Bed Day Rate	\$7.59	\$7.91	\$7.58	\$7.58
Contract Costs by Year	\$1,688,810.00	\$1,755,388.00	\$1,682,154.00	\$1,682,154.00
	<b>Total Cost</b>	<b>\$6,808,506.00</b>		

**TOTAL CONTRACT COST            \$11,849,195.00**

Note: The contract costs in this attachment do not include amounts for populations in excess of capacity, which were provided for in Amendment 1.

ADDENDUM NO. 1  
TO CONTRACT NO.  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
AND  
PRISON HEALTH SERVICES, INC.

WHEREAS, the State of Tennessee, Department of Correction, Prison Health Services, Inc., entered into Contract No. FA-96-11837-6-00, on November 1, 1995, relating to the provision of comprehensive health services, including certain mental health services, and

WHEREAS, the said parties desire to amend said Contract in the manner described below,

NOW, THEREFORE, the said parties hereby incorporate by reference all the terms and provisions of that said Contract, except for those provisions expressly modified hereby, and supplement said Contract with the following provisions:

- 1. Section B, "Payment Terms and Conditions" the following shall be added and shall read in its entirety:

\*B.11. For the period of November 1, 1995 through June 30, 1998, if the populations at the Riverbend Maximum Security Institution (RMSI) and/or the Tennessee Prison for Women (TPW) exceed the capacities listed in Attachment D of said contract, the State shall pay Prison Health Services, Inc. the following additional per diem rates for populations over those requested and proposed:

*RW*

RMSI \$3.12 (over 608)  
TPW \$4.00 (over 362).

- 2. The maximum State liability under this Contract is herein increased by \$321,141.00 to \$9,584,841.00.
- 3. The other terms and provisions not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

PRISON HEALTH SERVICES, INC.

BY: Ronald O. Miller, PWS  
Ronald O. Miller, Vice President of Operations  
FED ID NO. 232108853-00

4/5/96  
DATE

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION

BY: Donal Campbell, Commissioner  
Donal Campbell, Commissioner

6-6-96  
DATE

APPROVED:

STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: Bob Corker  
Bob Corker, Commissioner

6/18/96  
DATE

APPROVED:

COMPTROLLER OF THE TREASURY

BY: William R. Snodgrass  
William R. Snodgrass, Comptroller

6/20/96  
DATE

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

**THIS CONTRACT**, by and between the State of Tennessee, Department of Correction (Tennessee Prison for Women and Riverbend Maximum Security Institution), hereinafter referred to as the State, and Prison Health Services, hereinafter referred to as the Contractor, is for the provision of comprehensive health services, including certain mental health services as defined in the "Scope of Services" below.

**WHEREAS**, the State is required to provide all necessary health services to its inmates and;

**THEREFORE**, the State desires to contract for the professional, medical, dental and similar health care services and related administrative services of the Contractor for these purposes.

**WITNESSETH**, In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Contract according to the provisions set out herein:

**A. SCOPE OF SERVICES:**

1. All health services provided under this Contract shall be in conformance with all TDOC policies the respective institutional policies, American Correctional Association (ACA) standards, as they may be amended from time to time, and applicable State and federal laws and regulations.
  - a) Said policies are available for review at each facility in the Warden's office.
  - b) The TDOC shall be responsible for notifying the Contractor of policy changes within the TDOC policy change process.
  - c) Said notification shall be sent to the Contractor's on site Administrator.
2. Contractor shall provide licensed and or credentialed health care professionals at a staffing level no less than that for the positions detailed in ATTACHMENT A. (Prepare a separate form for each institution.)
3. Contractor Shall Provide General Health Services As Follows:
  - a) Provide scheduled 24 hour, 7 days per week on-site health care personnel at no less than that detailed in ATTACHMENT B. ( Prepare a separate form for each institution.)
  - b) Provide daily 24 hour emergency medical care including, but not limited to, 24 hour medical on-call services.



- c) Maintain an updated health record on all inmates that adheres to the TDOC's modified problem-oriented medical record format and standards including all Tennessee Offender Management Information System (TOMIS) requirements. All on-site health encounters shall be documented in the health record, which shall accompany the inmate if he/she is transferred to another TDOC facility. All State's policies and procedures concerning the confidentiality of the medical records must be followed. Said medical records shall remain the sole and exclusive property of the State. Medical record forms and jackets shall be provided by the State.
- d) Develop a written individualized treatment plan for inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care. The treatment plan shall be developed by the responsible physician. The plan shall include directions to health care and other personnel regarding their roles in the care and supervision of the patient.
- e) Perform a receiving screening on all inmates immediately upon their arrival at State's facility in accordance with TDOC policy.
- f) Complete an initial health appraisal and dental examination for each intake inmate, who is not an intrasystem transfer, within fourteen (14) calendar days after arrival at the facility in accordance with TDOC policy.

4. Contractor Shall Provide Primary Care Services As Follows:

- a) The vendor shall be responsible for the provision of on-site primary health care services to include: daily triage of inmate health complaints, including weekends and holidays, sick call by a licensed health care provider, routine diagnostic procedures, identification and referral of conditions requiring secondary and tertiary services and medication administration and monitoring.
- b) All triage and screening activities must take place through direct contact with the inmate-patient. Over-the-counter medications may be administered by licensed health care providers according to protocols approved by the contractor's Medical Director. Any unresolved diagnostic or therapeutic problems are referred to a mid-level provider (Nurse Practitioner or Physicians Assistant) if available, or to the physician. Sick call shall take place 5 days/week at each facility.
  - 1) Sick call shall be held as follows:
    - a. Sick call will be held at the clinic for population inmates.
    - b. For those inmates in maximum security, segregation or an Annex, services shall be provided in the unit in so far as it is practical. Those inmates who must be seen at the clinic, shall be escorted to the clinic by Correctional Officers.

2) Infirmiry Services

- a. Provide for the operation of State's infirmaries. See ATTACHMENT C for site specific information.
- b. Infirmiry beds shall be utilized for those inmates in need of nursing care and/or observation, including care required by the chronically ill.
- c. Infirmiry beds shall also be utilized for the provision of convalescent care to inmates recovering from an illness or those returning to the facility from community hospitals and where they shall remain until their health condition warrants their return to the general population.
- d. The Contractor shall provide the infirmiry, when one or more inmates are there, with the following services:
  - (1) Twenty-four hour, seven days per week, nursing coverage under the direction of an on-site registered nurse
  - (2) Nursing rounds, at least once each shift
  - (3) Daily physician or physician assistant/nurse practitioner rounds

3) Specialty services shall be as follows:

- a) Provide all necessary services of specialty physicians. (All female inmates in the custody of TDOC shall be transferred to TPW for specialty services.) Specialty physicians utilized by the contractor shall be either board certified or board eligible in the specialty they are providing.
- b) Provide on-site specialty services when at all possible (telemedicine is an applicable method). Physical therapy services shall be provided on site whenever possible.
- c) The State may, if it chooses, agree to negotiate with the Contractor to provide specialty care services at the Lois M. DeBerry Special Needs Facility on a fee-for-service basis.

4) Ancillary Services

- a) Provide all necessary radiology, laboratory and other ancillary services as required and indicated. The Contractor shall be required to use the on site X-ray equipment whenever possible.
- b) Provide for the coordination of the delivery of all ancillary services maximizing on-site delivery where at all possible.

- c) Patients recommended for dialysis services shall be evaluated at Lois M. DeBerry Special Needs Facility. If required, dialysis treatments will be provided by DSNF at the State's expense.

5) Supplies and Non-Medical Services

- a) Provide for the procurement and costs of all medical and dental supplies.
- b) Provide for the procurement and costs of necessary non-medical operating supplies except medical record forms. Said forms shall be provided by the State.
- c) Provide for the procurement and costs of all necessary communication services such as pagers, telephone long distance charges, etc.

6) Dental Services

- a) Provide the services of a licensed dentist and qualified dental support staff.
- b) Provide dental screening within fourteen (14) days of the inmate's admission to State's facility. Said screening shall be in conformance with TDOC's policies and ACA Standard 3-4347, as they may be from time to time amended.
- c) Provide dental examination within ninety (90) days of the inmate's admission to State's facility. Said examination shall be in conformance with TDOC's policies and ACA Standard 3-4347, as they may be from time to time amended.
- d) Dental treatment as determined by the dentist and in conformance with TDOC's policies as they may be from time to time amended.
- e) All inmates must have a dental record (a section of the health record) which shall be maintained according to TDOC's dental record format and standards. All TDOC's policies and procedures concerning the confidentiality of the medical records must be followed. Said dental records shall remain the sole and exclusive property of the TDOC. Dental record forms shall be provided by the State.
- f) Provide daily 24 hour emergency dental care including, but not limited to, 24 hour dental on-call services.

7) Specialty Dental Services

- a) Provide all necessary complex dental procedures beyond the capability of the Contractor's staff dentist in compliance with TDOC's policies.

- b) Provide for the coordination of the delivery of all dental specialty services maximizing on-site delivery where at all possible.
  - 8) Dental Prosthetics
    - a) Provide for the procurement and costs of all dental prosthetics when, in the opinion of the Contractor's dentist, the health of the inmate would adversely be affected should the prosthetic not be provided. Prosthetics will be provided in compliance with TDOC's policies.
  - 9) Dental Supplies
    - a) Provide for the procurement and costs of all dental supplies.
    - b) Provide for the procurement and costs of necessary non-dental operating supplies except medical record forms. Said forms shall be provided by the State.
5. Contractor shall provide all required pharmaceutical services, prescription medications and non-prescription medications as follows:
- a) Pharmaceutical Services
    - (1) Provide that all prescription medications shall be prescribed only by a physician, dentist, or PA-C/NP as allowed by Tennessee law.
    - (2) The Contractor shall either use the medications approved in the TDOC formulary or the Contractor may use its own formulary upon approval by the State.
    - (3) Provide that an inventory control system shall be implemented and maintained, that ensures the availability of all necessary drugs and providing for the protection against the loss of, or misuse of, pharmaceuticals and controlled substances.
    - (4) Provide that all medications shall be reviewed, and renewed if necessary, at least every thirty (30) days.
    - (5) Provide that all records, with respect to drugs, shall be prepared, maintained and retained in accordance with TDOC's policies and all State and federal laws and regulations.
    - (6) Provide that all medication shall be dispensed/administered/distributed according to TDOC's policies and State law.
    - (7) Provide that medication shall be dispensed utilizing the unit dose administration system or according to TDOC's policies as they may be amended from time to time.
    - (8) Provide that psychotropic medication and/or controlled substances are appropriately administered in liquid form, crushed,

under water or in injectable form when deemed necessary by the prescriber.

- b) Pharmaceutical Prescription and Non-Prescriptive Medications.
    - (1) Provide for the procurement and costs of all necessary prescriptions and non-prescription medications.
    - (2) Costs for AZT, or other (AIDS) anti-viral medication shall be excluded from this Contract. This medication shall be provided by the TDOC Central Pharmacy.
6. Certain health services shall be provided to the State's staff and visitors as follows:
- a) Limited health screening of all of State's new non-Correctional Officer employees in conformance with ACA Standard 3-4060, as it may be from time to time amended, and TDOC Policies . (Form CR-3300 should be utilized)
  - b) Initial and annual Mantoux tuberculin screening for State's employees and administration of Hepatitis B vaccinations for employees and on-site subcontractors who are at risk for potential exposure as outlined in the "TDOC Health Services Exposure Control Plan to Prevent Occupational Exposure to Bloodborne Pathogens." The vaccine will be provided by the State. (See Attachment C for number of employees at each site).
  - c) The Contractor shall be responsible for the taking of urine samples from State's correctional officer applicants and the processing of said samples for delivery to a clinical laboratory of State's choice. The Contractor shall not be responsible for the costs of any analysis ordered by State.
  - d) Emergency health services as required to protect life or limb and relieve undue suffering. Treatment shall be provided as necessary to stabilize the employee until they can be transported to a private physician or emergency room.
7. Provide coordination services for the delivery of all required ambulance services.
- a) The Contractor shall be responsible for authorizing each service delivery.
  - b) The Contractor shall be responsible for all costs relating to the use of an ambulance.
  - c) All non-emergency ambulance services must be coordinated with the Warden or his designee.
8. Provide all required hospitalization services.

a) Hospitalization Services

- (1) The Contractor shall make arrangements to utilize the same community hospital as contracted by Lois M. DeBerry Special Needs Facility (DSNF) for non-emergency admissions. Other community hospital facilities shall only be utilized as necessary according to services availability.
- (2) Non-emergency hospital admissions shall be coordinated with the medical director at DSNF or his designee to insure bed availability on the secure unit at the contract hospital.
- (3) Arrangements shall be made with a local hospital to provide emergency care. Hospital admissions that result from emergency situations shall be reviewed and approved by the Contractor's medical director within twenty-four (24) hours of said admission.
- (4) The Contractor shall not be responsible for hospitalization costs that occur as a result of certain catastrophic events. These events are:
  - Fire
  - Explosion
  - Riot
  - Natural events
- (5) The Contractor shall be responsible for all other hospitalization costs according to the following:
  - (a) \$25,000 per inmate, per each contract year, for hospitalization and off-site treatment costs resulting from an injury or illness. This includes treatment of HIV patients.
  - (b) \$50,000 in the aggregate for contagious illnesses or injuries affecting two or more inmates arising from the same occurrence.

b) Provide for the coordination of the delivery of all hospitalization services.

9. Mental Health Services

All mental health services provided under this contract shall be in conformance with all applicable TDOC policies and American Correctional Association (ACA) standards, as they may be amended from time to time. If at any time the vendor seeks accreditation from a licensing entity other than those standards set forth by TDOC, the vendor agrees to assume the financial indebtedness required to meet those standards.

- a) Provide licensed qualified mental health professionals at each of the TDOC institutions at a staffing level no less than that detailed in ATTACHMENT B.

- b) Develop and provide an inmate psychological/psychiatric admission assessment program that shall be, if required, the basis for developing an individual treatment plan. When deemed necessary, a full psychological/psychiatric evaluation will be provided.
- c) Treatment programs shall include, but are not limited to, the following:
  - Group therapy (short and long term)
  - Individual therapy (short and long term)
  - Sex offender aftercare counseling (per policy)
- d) When clinically indicated, provide a full psychological and/or psychiatric assessment/evaluation on inmates referred by TDOC/contract staff or as policy dictates.
- e) Provide psychological and/or psychiatric assessment/evaluation for the purpose of referring inmates/patients to the TDOC special needs facility or other TDOC special treatment units. Acceptance of a mental health referral shall be based upon clinical justification and availability of treatment beds at the treating facility.
- f) Provide psychological/psychiatric assessments on each inmate in segregation status within thirty (30) days of placement and each ninety (90) days thereafter as TDOC policies dictate.
- g) Provide medication management to all TDOC patients receiving psychotropic medication.
- h) The psychologist shall provide direct clinical supervision to the licensed psychological examiner(s), and when applicable, to student interns as required.
- i) The psychologist shall provide clinical consultation to the psychological examiners, mental health program specialists, and substance abuse counselors, as well as providing program consultation.
- j) A treatment team approach shall be utilized, but not limited to, addressing case management, diagnostic impressions, intervention strategies, and treatment referrals.
- k) Provide for 24 hours per day 7 days per week emergency availability by the psychiatrist and/or psychologist for consultation with mental health, medical staff, or those designated by the Warden. Such availability may be by telephone unless circumstances necessitate on-site service delivery.
- l) The psychologist shall conduct psychological evaluations on State's inmates as requested by the Tennessee Board of Parole. The psychologist shall not perform a psychological evaluation on an inmate that he/she has dealt with in the capacity of a therapist.

- m) The Contractor shall provide a mental health education program to State's staff that shall include, but not be limited to, the following:

- Early detection of potential mental health/psychiatric problems, i.e., signs and symptoms of mental illness, retardation and alcohol and drug disorders.

- Crisis intervention/suicide awareness programming

- n) Comply with all medical and mental health documentation/record storage requirements as noted in all applicable TDOC policies.
- o) Practice in accordance with professional standards to those of the community and in compliance with State and federal laws.

10. Comply with the following general operational requirements:

- a) Staff Recruitment

- (1) The Contractor, at a minimum, shall include the following in its pre-employment review:

- (a) Licensure verification

- (b) Prior employment verification from prior employers

- (c) Re-hire eligibility

- (d) A health screening to insure freedom from communicable disease

- (e) Background investigation through the use of a finger print check by the NCIC (National Criminal Information Center). Said check shall be State's responsibility

- (2) The Contractor shall not hire any of the following:

- (a) Ex-felons.

- (b) Relatives of currently incarcerated felons

- (c) Should a relative, who is a felon, of an employee be assigned to this facility for incarceration, then the Warden's approval must be gained prior to continued employment of said employee

- (3) An on-site visit to State's facility must be made by all screened candidates prior to a formal offer of employment.

- (4) A formal offer of employment can be made only after the Contractor receives approval from the State. Said approval shall not be unreasonably withheld.



b) Orientation of New Employees

- (1) The Contractor shall be responsible for ensuring that all of their full-time staff complete a forty (40) hour orientation program regarding health care practices, protocols and operating rules at State's facility and also the institution's and State's rules, policies and procedures. Said orientation will be the responsibility of the State.
- (2) Part-time employees are not required to have orientation training at the Tennessee Correction Academy but they shall receive an institutional orientation at their assigned institution as defined by that institution's Warden.
- (3) The Contractor shall prepare and distribute a written, functional job description to each member of the Contractor's health care staff which clearly delineates the assigned responsibilities of that individual. The Contractor shall monitor performance of its health care staff to ensure adequate job performance in accordance with these job descriptions.

c) In-Service Training

- (1) The Contractor shall provide appropriate in-service educational programs in coordination with the State.
- (2) All full time health care staff, except for physicians and dentists, shall receive 40 hours of in-service training per year.
- (3) Physicians and dentists shall also meet the 40 hour, non TDOC provided, in-service training requirement. This training shall be at the Contractor's or sub-contractor's expense.
- (4) Selected topics which require staff training shall be identified on an on-going basis through the Continuous Quality Improvement Program.

d) Dress Code

- (1) The Contractor's employees shall be required to dress in such a manner that it enhances their professionalism.
- (2) The Contractor's employees shall be required to wear uniforms, lab coats, etc. that are standard for all said employees.
- (3) The Contractor's employees shall be required, at all times, to wear an identification badge furnished by the State. Said badge shall indicate the employee's name and job title.

e) Security

The Contractor's personnel shall be subject to all of the security regulations and procedures of the State.

f) Administration

- (1) The Contractor's staff, in conjunction with the State's staff shall design and implement policies, procedures and protocols for the health care unit and staff.
- (2) The Contractor shall be responsible for ensuring that its staff report any problems and/or unusual incidents to the State's Warden or designee as soon as possible.
- (3) The Contractor's staff shall represent the health care unit in discussions with local civic groups or visiting officials as mutually agreed upon by the parties.
- (4) The Contractor's staff shall provide evidence of inmates health status at State's request.
- (5) The Contractor shall be expected to cooperate fully in maintaining State's mission and program development.

g) Schedule of Services

- (1) All hours of service shall be provided on-site at State's facility, except as is otherwise expressly agreed to by both parties. The Contractor's schedules may be modified upon the parties' mutual agreement.
- (2) The Contractor's full-time employees shall be on-site for at least 40 hours per week.
- (3) The Contractor's employees shall be required to sign-in/sign-out according to State's check-point procedures.

h) Continuous Quality Improvement Program

- (1) The Contractor shall provide periodic in-service training at the State's facility and shall otherwise meet ACA training requirements for health care staff. Contractor's Health Administrator shall participate in State's annual in-service training at the Tennessee Correction Academy.
- (2) The Contractor shall maintain personnel files in the health care unit on the Contractor's personnel which will be made available to the State upon request.

- (3) The Contractor shall participate in the TDOC Health Services Continuous Quality Improvement program as outlined in the annual Activity/Guideline Manual.
- (4) Monthly meetings shall be held between State's officials, facility staff, and appropriate personnel of the Contractor to review significant issues and changes and to provide feedback relative to the State's health care delivery system so that any deficiencies or recommendations may be acted upon. Also, when requested by the State, the Contractor shall provide appropriate personnel to participate in State's meetings and on State's committees.

D) Health Education

- (1) The Contractor, in compliance with State's requests, shall implement a comprehensive training program for State's staff. Training subjects shall include, but are not limited to:
    - 1 - First aid for medical emergencies
    - 2 - CPR technique/certification
    - 3 - Communicable diseases/infection control
    - 4 - Signs and symptoms of mental illness, retardation and chemical dependency.
  - (2) The Contractor, in compliance with State's requests, shall implement a comprehensive health education program for State's inmates.
11. The Contractor shall be required to prepare contingency plans, in conjunction with State's staff, for the delivery of health services in the event of a natural disaster, riot, etc.
  12. The Contractor shall comply with all pertinent ACA Standards under its control. The State shall be responsible for supporting the Contractor's efforts in the above.
  13. Provide professional/general liability insurance as follows:
    - a) The Contractor shall maintain suitable professional and general liability insurance containing \$1,000,000 single and \$3,000,000 in aggregate limits. In addition, the Contractor will ensure that all physicians, dentists and nurses rendering medical services to persons committed to the custody of the State's facility will have suitable professional liability insurance.
    - b) The Contractor shall provide Workers' Compensation Insurance containing \$300,000 single and aggregate limits for its employees.

14. Invoice the State monthly, by no later than the fifteenth work day of the month following the month of service. Said invoice shall be as follows: costs for each institution (See Attachment D) shall be invoiced.
15. Contractor agrees that if the State, through its review and evaluation, determines that the health services as being provided are at an unacceptable level the State will provide written notice to the Contractor's on-site administrator stating the health service level deficiencies. Said notice shall also state the remedies that are acceptable to the State. Contractor, upon receipt of said written notice shall have seven (7) calendar days to correct said deficiencies. Should the deficiencies not be corrected by the Contractor within this time period then the Contractor shall implement the corrective action detailed in State's written notice. Said Implementation shall take effect on the day following the end of the above noted seven (7) calendar day time period and said actions shall be at the Contractor's expense.
16. The Contractor shall establish a performance bond equal to one-half (1/2) of the total annualized first year cost of this Contract. Said performance bond shall be in the form of a bond issued by an insurance company that is acceptable to the State. The following shall be the contractual terms controlling this performance.
  - a) Said performance bond shall be in force for the life of this Contract.
  - b) Should the State be forced to terminate this Contract for cause then the Contractor shall continue to fully provide the services required under this Contract during the ninety (90) day termination period as provided in this Contract.
  - c) Should the Contractor fail to provide these services, during the ninety (90) day termination period, then the State will be entitled to recover actual damages against the performance bond.

**B. PAYMENT TERMS AND CONDITIONS:**

1. Compensation to the Contractor shall be as described in ATTACHMENT D (Summary of Contract Costs) to this Contract.
  - Hospitalization costs shall be paid directly by the Contractor.
2. The payment calculated in Paragraph 1. of this Section, shall constitute the entire compensation due the Contractor for the service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Contract Price includes, but is not limited to, all applicable taxes, fees, overheads profit and all other direct and indirect costs incurred or to be incurred, by the Contractor, except as noted in this Section of the Contract.
3. The payment calculated in Paragraph 1 of this Section is firm for the duration of the Contract and is not subject to escalation for any reason unless this Contract is amended.

4. The Contractor shall not be compensated for travel, meals, and/or lodging.
5. The Contractor shall submit all invoices on a monthly basis, upon completion of work, in a form acceptable to the State and with all the necessary supporting documentation, prior to any reimbursement of allowable costs.
6. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein. Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.
7. The State of Tennessee reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the parties any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
8. In no event shall the maximum liability to the State under this Contract exceed NINE MILLION TWO HUNDRED SIXTY THREE THOUSAND SEVEN HUNDRED DOLLARS, \$9,263,700.00
9. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form". This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor, under this or any other Contract the Contractor, has with the State, shall be made through the State's Automated Clearing House wire transfer system. The Contractor shall not commence work or invoice the State for services until he has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.
10. The State anticipates that there may be expansions and increases in population at the institutions in this RFP as outlined in ATTACHMENT C. In that event, the State shall negotiate with the Contractor for any needed additions to the Contractor's payment.

C. **TERM:**

This Contract shall be effective for a period of three years, commencing on November 1, 1995 and ending on June 30, 1998. The State shall have no responsibility for services rendered by the Contractor which are not performed

within the specified period. The State shall have the right to an option to renew the Contract for an additional two years.

**D. STANDARD TERMS AND CONDITIONS:**

1. The State is not bound by this Contract until it is executed by the appropriate parties and is approved by the appropriate State officials as indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated on the signature page of this Contract.
3. The State may terminate this Contract by giving the Contractor at least 90 days written notice before the effective termination date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
4. If the Contractor fails to properly perform its obligations under this Contract or violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
5. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, Paragraphs D.6. and D.8. of this Contract.
6. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to any employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the ground of handicap, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance under this Contract, or in the employment practices of the Contractor. The Contractor shall, upon request show proof of such non-

discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

9. The Contractor, being an independent Contractor, agrees to carry adequate public liability and other appropriate forms of insurance.
10. The Contractor agrees to pay all taxes incurred in the performance of this Contract.
11. The State shall have no liability except as specifically provided in the Contract.
12. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
13. The Contract shall be governed by the laws of the State of Tennessee.

**E. SPECIAL TERMS AND CONDITIONS:**

1. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
2. The State agrees to provide the following:
  - a) Provide clinic and office space.
  - b) Provide furniture and equipment as described in State's Personal Property Listing. A copy of said listing can be obtained from State's Associate Warden of Administration at each institution. Said furniture and equipment shall remain the property of the State.
  - c) The State is contracting for staff and services to be provided by the Contractor. Should the level of services to inmates, as required by the Contract, decline due to a position vacancy, the Contractor shall be responsible for immediate replacement of personnel (by temporary contract if necessary)
  - d) Provide all necessary utilities, except long distance toll service, required for the provision of health services at State's facility.
  - e) Provide for the security for all inmate off-site health care services except specialty appointments.
  - f) Provide security to the Contractor's staff who are required to deliver health services in State's facility other than the Clinic and the Infirmary.
  - g) Provide access and security for all services delivered by Contractor pursuant to this Contract.
  - h) Provide for the removal of medical waste produced by Contractor in the performance of this Contract.

3. The Contractor shall agree that strict standards of confidentiality of records will be maintained in accordance with the law and TDOC policy.
4. The Contractor shall not publish any finding based on data obtained from the operation of this contract without the prior written consent of the State.
5. Should the TDOC Director of Health Services determine that a second opinion is required in the evaluation or treatment of an inmate, he can request and require that the Contractor provide said second opinion and at the Contractor's expense. Said requests shall not be unreasonable.
6. No research projects involving inmates shall be conducted without the prior written consent of the State. The conditions under which the research shall be conducted shall be agreed upon by the Contractor and the State and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation in medical, pharmaceutical, or cosmetic experiments.
7. The Contractor shall make available to the State, at its request, all records, documents and other data relating to the direct and indirect delivery of health care services to inmates hereunder; provided, however, that the State understands that the systems, methods, procedures, written materials, other than inmate medical records, and other controls employed by the Contractor in the performance of its obligations hereunder are proprietary in nature and will remain the property of and may not, at any time, be used, distributed, copied or otherwise utilized by the State, except in connection with the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by the Contractor or as specified in Section II. (A) 13., of the State's RFP and the Contractor's proposal in response to said RFP.
8. During the term of this Contract and for a reasonable time thereafter, the State shall provide the Contractor, at Contractor's request, State's records relating to the provision of health care services to inmates as may be requested by the Contractor or as are pertinent to the investigation or defense of any claim related to Contractor's conduct. The State shall make available to the Contractor such records as are maintained by the State, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent that State has access or claim to said records) as the Contractor may reasonably request consistent with applicable law; provided, however, that any such information released by the State that State considers confidential shall be kept confidential by the Contractor and shall not, except as may be required by law, be distributed to any third party without prior written approval by the State.
9. Periodic, scheduled and unscheduled inspections of the health care facility shall be conducted during the term of the Contract by the State. During the inspection, the Contractor shall provide the employees or representatives of the State prompt access to all pertinent files, records, staff, and patients, as requested.



10. The Contractor shall be responsible for the correct use, maintenance, and protection of all equipment furnished by the State under this contract. Upon termination of this contract, all equipment furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof expected. Should the equipment be destroyed, lost or stolen, the Contractor shall be responsible to the State for the residual value of the equipment at the time of loss.
11. The Contractor agrees to indemnify and hold harmless the State as well as its officers, agents and employees from all claims, losses or suits accruing or resulting to any person, firm, corporation or other entity which may be injured or damaged as a result of acts or omissions of the Contractor relating to this Contract. The State shall give the Contractor written notice of each such claim or suit and full right and opportunity to conduct the Contractor's own defense.
12. The sovereign immunity of the State shall not apply to the Contractor nor any subcontractor, agent, employee or insurer of the Contractor. Neither Contractor nor any subcontractor, agent, employee or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under this Contract.
13. The Contractor shall agree that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract and in the event the State prevails, the Contractor shall pay all expenses of such action, including the State's attorney fees and costs at all stages of the litigation.
14. This Contract shall be construed to be in accordance with the laws of the State of Tennessee. Any legal proceedings against the State regarding this Contract shall be brought in the State of Tennessee administrative or judicial forum. Venue shall be in Davidson County, Tennessee.
15. No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
16. This Contract shall not make it binding upon the State to agree to arbitration should irreconcilable differences arise.
17. The RFP, RFS - in its' entirety shall be deemed as an essential part of this Contract.
18. Where a term in the Contract differs from the RFP and/or the Proposal, the Contract shall rule. Where a term in the RFP differs from the Proposal, the RFP shall rule.
19. The second and third years of this Contract shall be subject to the allotment and availability of funds.

20. All notices or other communications required or permitted to be given hereunder, or necessary or convenient in connection herewith, shall be in writing, and shall be deemed to have been duly given if mailed certified mail - return receipt requested, postage prepaid, on the date posted - or if personally delivered, when delivered. In either case, such notices should be addressed as follows or to such other addresses as may be given in writing to the other party:

To the State: Commissioner Donal Campbell  
Department of Correction  
320 Sixth Avenue North  
4th Floor, Rachel Jackson Building.  
Nashville, TN 37243-0465

AND

To the Contractor: Name of Contractor's Designated Contact Person  
Street Address  
City, State Zip Code

PRISON HEALTH SERVICES, INC.

BY:

Ronald O. Miller, Vice President of Operations  
FED I.D. NO. 232108853-00

2/4/96  
DATE

STATE OF TENNESSEE  
DEPARTMENT OF CORRECTION

BY:

Donal Campbell, Commissioner  
DONAL CAMPBELL, COMMISSIONER

2-20-96  
DATE

APPROVED:

TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION

BY:

Bob Corker, Commissioner  
BOB CORKER, COMMISSIONER

4 Mar 96  
DATE

APPROVED:

COMPTROLLER OF THE TREASURY

BY:

William R. Snodgrass  
WILLIAM R. SNODGRASS, COMPTROLLER

3/3/96  
DATE

CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN  
AND  
PRISON HEALTH SERVICES, INC.

STAFFING LEVEL

<u>POSITION</u>	
OB/GYN SPECIALIST	.3
PHYSICIAN	.5
HEALTH SERVICES ADMINISTRATOR	1.0
MEDICAL SECRETARY	1
MEDICAL RECORDS CLERK	1
DIRECTOR OF NURSING	1
PA/NP	1
RN	4.2
LPN	6.6
DENTIST	.5
DENTAL ASSISTANT	.5
PSYCHOLOGIST, DOCTORATE LEVEL	.3
PSYCHIATRIST	.4
<b>TOTAL STAFF</b>	<b>18.3</b>

**CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.**

STAFFING LEVEL

<u>POSITIONS</u>	<u>FTE</u>
PHYSICIAN	.5
HEALTH SERVICES ADMINISTRATOR	1
MEDICAL SECRETARY	2
MEDICAL RECORDS CLERK	1
DIRECTOR OF NURSING	1
PA/NP	1
RN	6.2
LPN	10
X-RAY TECHNICIAN	.3
DENTIST	.5
DENTAL ASSISTANT	.5
MHPS (Bachelor's level, Bachelor/Social Science graduate)	1
PSYCHOLOGICAL EXAMINER	2
PSYCHOLOGIST, DOCTORATE LEVEL	.2
PSYCHIATRIST	.4
<b>TOTAL STAFF</b>	<b>27.6</b>

**CONTRACT  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES**

Proposed Staffing Schedule  
for the  
RIVERBEND MAXIMUM SECURITY INSTITUTION

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
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**PROFESSIONAL STAFF**

Medical Director	-	5	5	-	5	5	-	20	0.5
Dentist	-	4	4	4	4	4	-	20	0.5
MHPS	-	8	8	8	8	8	-	40	1.0
Psychological Examiner	-	8	8	8	8	8	-	40	1.0
Psychological Examiner	-	8	8	8	8	8	-	40	1.0
Psychologist, Ph.D.	-	-	2	2	2	2	-	8	0.2
Psychiatrist	-	4	4	-	4	4	-	16	0.4
<b>Subtotal Hours</b>	<b>0</b>	<b>37</b>	<b>39</b>	<b>30</b>	<b>39</b>	<b>39</b>	<b>0</b>	<b>184</b>	<b>4.6</b>

**MEDICAL SUPPORT STAFF**

Health Services Administrator (HSA)	-	D	D	D	D	D	-	40	1.0
Director of Nursing	-	D	D	D	D	D	-	40	1.0
PA/NP	-	D	D	D	D	D	-	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Records Clerk	-	D	D	D	D	D	-	40	1.0
Dental Assistant	-	D	D	D	D	D	-	20	0.5
X-Ray Technician	-	D	-	D	-	D	-	12	0.3
RN	-	D	D	D	D	D	-	40	1.0
RN	-	D	D	D	D	D	D	40	1.0
RN	D	D	-	D	-	D	D	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	-	D	D	D	D	D	-	40	1.0
LPN	D	-	D	D	D	-	D	40	1.0
LPN	D	-	-	-	D	-	D	24	0.6
<b>Subtotal Hours</b>	<b>24</b>	<b>104</b>	<b>100</b>	<b>112</b>	<b>108</b>	<b>104</b>	<b>24</b>	<b>576</b>	<b>14.4</b>

RMSI Staffing Continued on Next Page

RIVERBEND MAXIMUM SECURITY INSTITUTION, Continued

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
RN	E	E	E	E	E	E		40	1.0
RN	E	E				E	E	32	0.8
LPN		E	E	E	E	E		40	1.0
LPN		E	E	E	E	E		40	1.0
LPN	E		E	E	E		E	40	1.0
LPN	E						E	16	0.4
<b>Subtotal Hours</b>	<b>24</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>24</b>	<b>208</b>	<b>5.2</b>
RN		N	N	N	N	N		40	1.0
RN	N						N	16	0.4
LPN		N	N	N	N	N		40	1.0
LPN	N	N		N	N		N	40	1.0
<b>Subtotal Hours</b>	<b>16</b>	<b>24</b>	<b>16</b>	<b>24</b>	<b>24</b>	<b>16</b>	<b>16</b>	<b>136</b>	<b>3.4</b>
<b>TOTAL FOR RMSI</b>	<b>64</b>	<b>197</b>	<b>187</b>	<b>198</b>	<b>203</b>	<b>191</b>	<b>64</b>	<b>1104</b>	<b>27.6</b>

D = Days/1st Shift    E = Evenings/2nd Shift    N = Nights/3rd Shift    S = Swing Shift  
1.0 FTE = 40 hrs./wk.    1.4 FTE = 56 hrs./wk.

**CONTRACT**  
**THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION**  
**TENNESSEE PRISON FOR WOMEN**  
**AND**  
**PRISON HEALTH SERVICES**

Proposed Staffing Schedule for the  
TENNESSEE PRISON FOR WOMEN

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
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**PROFESSIONAL STAFF**

Medical Director	-	4	4	4	4	4	-	20	0.5
OB/GYN Specialist	-	-	-	-	6	6	-	12	0.3
Dentist	-	-	-	6	7	7	-	20	0.5
Psychologist, Ph.D.	-	-	-	4	4	4	-	12	0.3
Psychiatrist	-	-	-	-	8	8	-	12	0.4
<b>Subtotal Hours</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>14</b>	<b>29</b>	<b>29</b>	<b>0</b>	<b>80</b>	<b>2.0</b>

Medical Support Staff

Health Services Administrator (HSA)	-	D	D	D	D	D	-	40	1.0
Director of Nursing	-	D	D	D	D	D	-	40	1.0
PA/NP	-	D	D	D	D	D	-	40	1.0
Medical Secretary	-	D	D	D	D	D	D	40	1.0
Medical Records Clerk	-	D	D	D	D	D	-	40	1.0
Dental Assistant	-	-	-	D	D	D	-	20	0.5
RN	D	D	D	D	D	D	D	56	1.4
LPN	D	D	D	D	D	D	D	56	1.4
LPN	-	D	D	D	D	D	-	40	1.0
<b>Subtotal Hours</b>	<b>16</b>	<b>64</b>	<b>64</b>	<b>70</b>	<b>71</b>	<b>71</b>	<b>16</b>	<b>372</b>	<b>9.3</b>

RN	E	E	E	E	E	E	E	56	1.4
LPN	E	E	E	E	E	E	E	56	1.4
LPN	E	E	E	E	E	E	E	28	0.7
<b>Subtotal Hours</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>140</b>	<b>3.5</b>

TPW Staffing Continued on Next Page

TENNESSEE PRISON FOR WOMEN, Continued

POSITION	S	M	T	W	TH	F	S	Hrs/Wk	FTE
RN	N	N	N	N	N	N	N	56	1.4
LPN	N	N	N	N	N	N	N	56	1.4
LPN	N	N	N	N	N	N	N	28	0.7
<b>Subtotal Hours</b>	<b>56</b>	<b>108</b>	<b>108</b>	<b>124</b>	<b>140</b>	<b>140</b>	<b>56</b>	<b>732</b>	<b>18.3</b>

D = Days/1st Shift    E = Evenings/2nd Shift    N = Nights/3rd Shift    S = Swing Shift  
 1.0 FTE = 40 hrs./wk.    1.4 FTE = 56 hrs./wk.



**STAFF POSITIONS and AUTHORIZED BEDS**

	RMSI	TPW
Staff Positions	335	175
Bed Capacity	608	362*
Infirmiry Beds	12	4

\* Female beds at other TDOC facilities

CCSC  
20

DSNF  
32

CONTRACT  
BETWEEN  
THE STATE OF TENNESSEE, DEPARTMENT OF CORRECTION  
TENNESSEE PRISON FOR WOMEN, RIVERBEND MAXIMUM SECURITY INSTITUTION  
AND  
PRISON HEALTH SERVICES, INC.

REIMBURSABLE PER DIEM EXPENSE

TENNESSEE PRISON FOR WOMEN

Bed Capacity	362			
		Year 1	Year 2	Year 3
Bed Day Rate		\$9.65	\$10.07	\$10.47
Contract Costs by Year		\$1,279,165.00	\$1,330,332.00	\$1,383,546.00
		Total Cost	\$3,993,043.00	

RIVERBEND MAXIMUM SECURITY INSTITUTION

Bed Capacity	608			
		Year 1	Year 2	Year 3
Bed Day Rate		\$7.59	\$7.91	\$8.23
Contract Costs by Year		\$1,688,810.00	\$1,755,388.00	\$1,826,402.00
		Total Cost	\$5,270,600.00	

TOTAL CONTRACT COST \$9,263,643.00