

AGREEMENT BETWEEN THE STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS AND WEXFORD HEALTH SOURCES, INC.
FOR ONSITE INMATE HEALTH SERVICES

THIS AGREEMENT (this "Agreement") is entered into as of the 9th day of June, 2006, by and between the State of Mississippi Department of Corrections (generally referred to as the "State" or the "MDOC") and Wexford Health Sources, Inc. ("Wexford"). The MDOC and Wexford are sometimes referred to herein collectively as the "Parties".

WITNESSETH:

Whereas, the MDOC is responsible for the care and security of inmates in its custody, whether incarcerated in MDOC correctional facilities, county regional facilities, or privately operated prisons; and

Whereas, the MDOC desires to engage Wexford to provide or to arrange for the provision of medical, dental, and mental health care services for inmates in its custody at the following Facilities on the terms as provided in this Agreement: Mississippi State Penitentiary ("MSP") at Parchman, Mississippi; Central Mississippi Correctional Facility ("CMCF"), at Rankin County Mississippi; South Mississippi Correctional Institution ("SMCI") at Leakesville, Mississippi (known as the 'Facilities'). Wexford has limited responsibilities as provided in this Agreement at the eleven County Regional Sites; seventeen Community Work Centers; and for minimum security inmates residing at the three male Restitution center and the Governor's Mansion (known collectively as the "Satellite Facilities" and individually as a "Satellite Facility").

Whereas, the MDOC and Wexford desire to set forth their understandings and agreements regarding inmate healthcare services as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I -- AGREEMENT DOCUMENTS

1.1 Governing Documents. The following documents are incorporated herein and are made a part of this Agreement, and the Parties agree that those portions of such documents that set forth respective duties of performance and conditions thereof by each of the Parties shall govern performance under this Agreement in the following order except as otherwise provided in this Agreement:

- Wexford Health Sources, Inc.'s Best and Final Offer ("BAFO"), for onsite healthcare services which was defined as Required Response #1, RFP Staffing Model dated March 31, 2006
- Wexford Health Sources, Inc.'s response to the MDOC Request for Proposal, together with the Wexford BAFO and Key Assumptions, Dated January 27, 2006; and
- Mississippi Department of Corrections RFP NO. 06-010, Dated September 27, 2005, as amended (the "RFP").

ARTICLE II -- HEALTHCARE AND RELATED SERVICES

2.1 General Engagement. The MDOC hereby engages Wexford to provide for the delivery of necessary onsite medical, mental health and dental care as defined in the RFP to individuals under the custody and control of the MDOC and sentenced to and incarcerated at the Facilities ("Inmates"), and Satellite Facilities; and Wexford hereby accepts such engagement according to the terms and provisions hereof. Wexford will provide such services consistent with applicable American Correctional Association ("ACA") standards, National Commission on Correctional Health Care ("NCCHC") standards, constitutional, federal, state, and local laws, court orders, local regulations and MDOC policies and procedures governing health care service delivery. It is the intent of the Parties to this Agreement that the provisions of this Agreement comply with ACA and NCCHC Standards. Should any provision not comply with such Standards or should the Standards change during the term of this Agreement, the Standards shall be controlling. It is understood that the MDOC shall be financially responsible for all off-site medical services and all specialty service on and off-site for the inmates at the Facilities and Satellite Facilities. This will incorporate responsibility for Utilization Management, claims adjudication and payment and provider network contracting.

2.2 Administrative Services. Wexford shall implement administrative components and operational policies and procedures necessary for compliance with Agreement specifications. The MDOC reserves the right to review and approve policies and procedures of Wexford in any areas affecting performance under the Agreement. Wexford will design and implement a process to report to the MDOC Chief Medical Officer or designee problems and/or unusual incidents in the performance of this Agreement, including but is not limited to medical, security-related and personnel issues that might adversely impact the delivery of health care services. Wexford personnel shall abide by and comply with all MDOC policies and procedures.

2.2.1 The MDOC Chief Medical Officer will confirm that any outside resources and specialty treatment offered will be in accordance with pre-negotiated contracts, when available, so that the total health care program offers the full range of health care for all inmates, including access to an adequately equipped, licensed general hospital or infirmary either in the institution or the community.

2.2.2 Therapeutic guidelines and protocols shall be reviewed and updated annually by the MDOC Chief Medical Officer.

2.2.3 The Wexford onsite Medical Director will apprise the superintendent/warden or designee of all relevant information regarding inmate participation in programs, as well as management and security implications of specific health care situations.

2.2.4 Wexford will provide MDOC with the most current copy of Wexford's policy and procedure manual for approval, signature, and distribution to appropriate MDOC staff. Inmates will have access to health care policies and procedures based on MDOC policy. Wexford will also provide MDOC with medical and mental health protocols, dental protocols and nursing protocols after award of contract but prior to commencement of services under this Agreement.

2.3 Personnel. The base compensation as described in Section 7.2 of this Agreement reflects the system-wide complement of staff as set forth in this Agreement Exhibit A. This staffing includes the number of full-time equivalents, the credentials and the distribution of staff among Facilities and Satellite Facilities.

2.3.1 Full-time equivalent ("FTE") positions are defined to mean positions in which the employee or contractor is providing forty (40) hours of service per week. The forty (40) hours shall include designated break periods and mid-shift meal periods. These hours may be accomplished on a "flexible" schedule to maximize efficiency and meet Facility and Satellite Facility needs.

2.3.2 Wexford will confirm that all the required registrations, licenses and credentials are active, unrestricted, and in good-standing for professionals contracted or engaged by Wexford to provide services in the Facilities and Satellite Facilities. This includes, but is not limited to, medical, dental, physician assistant, nurse practitioner, nursing and other licenses, DEA numbers and registration with the appropriate Mississippi State Boards. Wexford shall be responsible for providing educational services for all health services employees. Wexford's contractual relationships with physicians, mid-level practitioners, and dentists shall confirm the professionals' pursuit and satisfaction of continuing medical education (CME) requirements.

2.3.3 Wexford will verify with the State the licensure and status of every physician, nurse, or other personnel requiring a license to practice his/her profession prior to contracting with or employing a healthcare professional to work in a Facility and Satellite Facilities. A copy of the verifying information will be kept in each employee's personnel file or in the case of independent contractor professionals, in each credential file.

2.3.4 Nurse practitioners and physician assistants will work under the clinical supervision of a physician contracted or employed under the Agreement, and will function in accordance with the applicable regulations for nurse practitioners and physician assistants under the applicable Mississippi licensing board.

2.3.5 Wexford will arrange for the provision of twenty-four hour, seven day per week physician or mid-level practitioner coverage on-site or on-call telephone coverage for the Facilities. Physician or mid-level practitioner services must be sufficient to meet the required needs of the day and medical evaluation/follow-up within time limits of nursing triage (including weekends and holidays), including infirmary and chronic care management for the Facilities.

2.3.6 Effective with the start-up of services under this Agreement, licensed nursing staff provided by Wexford will assume the duty to administer medication. Wexford will utilize trained, dedicated health care staff for the administration of medication. All health care staff involved in the administration of medication will complete a formal training program to be provided by Wexford.

2.3.7 Wexford full time employees and independent contractors will participate in required MDOC training and orientation programs. Training and orientation hours are considered hours worked.

2.3.8 Wexford employee and independent contractors will be available to provide court testimony for medical cases at the request of MDOC and at no charge to MDOC. This time shall be considered official business and be counted as hours worked.

2.3.9 MDOC will have the right to approve key Wexford personnel, and such approval shall not be unreasonably withheld or delayed, to include the following positions:

- Facility Medical Directors
- Physicians
- Mid-Level Practitioners
- Directors of Nursing

2.3.10 Wexford personnel will appropriately assist MDOC in preparation for any ACA and/or NCCHC accreditation audit during the contract term.

2.3.11 The Wexford transition plan will be initiated immediately upon final execution of the Agreement and notification of the Parties.

2.4 Medical Disaster. Wexford shall have, in place within sixty (60) days of contract commencement, a medical emergency plan that is approved by the superintendent at each Facility. The medical disaster plan shall be in compliance with ACA and NCCHC standards and MDOC policies and procedures. All health care staff and appropriate MDOC staff shall be trained in their roles within the context of this plan. Wexford shall provide an updated contact list for recall of key health care staff and qualified health care professionals. The medical disaster plan will address the following:

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

Personnel at the other Facilities shall be ready, if necessary, to assist a Facility or Satellite Facility experiencing an emergency.

2.5 Emergency Medical Services. In the event of an emergency at a Facility or Satellite Facility, health services staff will provide, when required, on-site emergency intervention for inmates, staff and visitors as described below. Wexford personnel or contractors will coordinate all emergency transfers to designated emergency centers with security staff. After a use of force incident or in any case where the shift commander or designee has determined that an inmate needs medical attention and cannot travel to the Facility's infirmary, appropriate medical personnel, i.e. physician, nurse, nurse practitioner or physician's assistant, will render immediate health care to the inmate at his/her current location.

2.5.1 Wexford will provide emergency services to MDOC employees, official State guests, outside contractors, inmates' visitors, or other visitors at each of the Facilities, to include medical examination following necessary use of force incidents. Wexford will not be responsible for any costs related to emergency transportation of MDOC employees, guests, outside contractors and visitors, nor will Wexford be responsible for the costs of any offsite services rendered as a result of the emergency transportation.

2.5.2 Wexford will ensure that each of the three main Facilities; Mississippi State Penitentiary, Central Mississippi Correctional Facility, and South Mississippi Correctional Institution will maintain an Automatic External Defibrillator (AED) and an emergency response kit in order to provide any and all interventions described by Advanced Cardiac Life Support (ACLS) protocols if such protocols are required for such equipment. The Wexford Facility Medical Director or the responsible physician must be ACLS certified (up-to-date) and all licensed health care staff will be Basic Cardiac Life Support certified (up-to-date).

2.5.3 Treating physicians at the Facilities and Satellite Facilities will consider utilizing triponin testing for inmates who are appropriate candidates in the professional judgment of such physicians. The results of such testing along with review from the onsite physician will be used to determine the appropriate course of treatment.

2.5.4 MDOC shall make available emergency treatment through predetermined arrangements and will develop a plan and agreements with off-site centers for referral of all emergencies that cannot be treated on-site. All emergencies requiring a "911 call" or its equivalent will be reported immediately to the MDOC designated Facility or Satellite Facility staff member and to the MDOC Chief Medical Officer within twenty-four (24) hours, noting the elapsed time between the call for assistance and the arrival of trained personnel. Healthcare personnel at each Facility and Satellite Facility will maintain an on-site log of all such calls for review by MDOC officials. MDOC shall provide County regional sites and community work centers with recommended procedures for notifying Wexford and the MDOC in emergencies. For emergency cases when inmates are working outside the Satellite Facilities, Wexford reserves the right to deny, contest, or seek reimbursement from the County if the negligence or willful acts of County employees or agents results in injury or illness to inmates working outside the Facilities. Wexford shall immediately notify MDOC of such incidents.

2.5.5 Wexford will implement the following emergency procedures, to include but not limited to:

- Wexford will confirm that all medical staff is aware of procedures to provide emergency medical care to any inmate.
- Emergency services will be available for acute illness or conditions that cannot wait until scheduled sick call.
- Emergency services will be available through physicians, other health care staff; Wexford arranged local ambulance services or hospital emergency rooms.
- Wexford will provide specific written procedures for medical emergencies as approved by the MDOC Chief Medical Officer.

Emergency health services will be provided at all Facilities and Satellite Facilities by qualified health care staff and in accordance with NCCHC and ACA Standards. Wexford shall make provisions and be responsible for twenty four (24) hour emergency medical, mental health and dental care, including twenty four (24) hours; seven (7) days per week on call availability. MDOC shall make available emergency treatment through pre-arranged agreements with community agencies, when available. The on-site physician or designee will coordinate emergency transfers with site security staff. Mississippi State Penitentiary, Central Mississippi Correctional Facility, and South Mississippi Correctional Institution will have at a minimum, appropriate qualified health care professional staff on-site twenty four (24) hours per day, seven (7) days a week.

2.6 Continuous Quality Improvement. Wexford shall institute a program of Continuous Quality Improvement (CQI) Program and Professional Peer Review at each Facility and Satellite Facility, which will include, but not be limited to, audits and medical record review. Physician peer reviews shall occur no less than annually. Within six (6) months of commencement of services under the Agreement, Wexford must provide evidence to the MDOC that a CQI Program is in place that includes monthly meetings of the CQI committee. The CQI program will use multi-disciplinary committees and must involve all health care disciplines during the calendar year. Morbidity and Mortality review must come under the scope of the CQI program.

2.6.1 All inmate deaths will be treated in accordance with the Mississippi State Statute regarding unattended deaths. Wexford shall comply with the applicable state statutes, including performance and conduction of a mortality review by appropriate personnel. Wexford shall comply with MDOC policies and procedures regarding an inmate's death. A preliminary report of the mortality review will be submitted by the Wexford site Medical Director or Wexford Corporate Medical Director to the MDOC Chief Medical Officer or designee within seventy-two (72) hours of the inmate death, and a final report within thirty (30) days.

2.6.2 The medical staff will convene regularly with MDOC representative(s) and staff to discuss issues relevant to medical care in the system. Facility meetings will generally occur quarterly unless waived by the MDOC. Attendees will include the site Medical Director, designated site dentist, site administrator, site Director of Nurses, and designated site mental health representative. Other employees or providers may be invited to attend. Wexford will be responsible for all costs including transportation, housing and such other reasonable expenses associated with this

meeting for Wexford employees' participation. Wexford shall provide a quality management program to support the provision of the comprehensive health service program. Quality management support services shall be system-wide and shall be in place within six (6) months following commencement of services under this Agreement. Wexford shall provide written documentation to substantiate these services.

2.6.3 Wexford shall provide a peer review of all primary care providers to include the physicians, psychiatrists, dentists, nurse practitioners, physician assistants and PhD level psychologists, conducted on no less than an annual basis with the first round of peer reviews completed prior to the beginning of the second contract year. This is designed to monitor and enhance patient care. Peer review shall include such activities as chart review, medical treatment plan review for special needs inmates, review of off-site consultations, specialty referrals, emergencies, and in-patient and outpatient hospitalizations. The completion of the reviews shall be appropriately documented. Where possible or appropriate to affect the purposes of peer review, such proceedings will be conducted in accordance with applicable peer review statutes or regulations and applicable confidentiality requirements.

2.7 Inmates Receiving and Diagnosis Function. Receiving screenings shall be performed by qualified healthcare personnel on all inmates immediately or as soon as feasible upon their arrival at the Facilities, and will result in appropriate disposition, and/or treatment in accordance with the prescribed NCCHC or ACA guidelines and MDOC policy. At a minimum, the receiving screening should include the following inquiries: medical history, mental health conditions, urgent dental needs, medication therapy, and special needs. If an inmate is transferred to another Facility or Satellite Facility, the receiving screening report and health assessment will accompany the inmate to be reviewed by the receiving Facility or Satellite Facility Medical Director or designated provider.

2.7.1 Comprehensive health assessment (physical exam) and health history shall be performed by a qualified health care professional for each newly admitted inmate to the MDOC system within timeframes outlined in NCCHC and ACA Standards. A registered nurse, who has been trained in physical assessment in accordance with state law, may complete this assessment.

2.7.2 Communicable and STD disease testing are mandatory components of all intake appraisals. If an inmate fails/refuses to comply with mandatory intake disease testing, the inmate will be placed in medical isolation. The MDOC Chief Medical Officer, the Wexford Facility Medical Director, the Superintendent and appropriate Facility or Satellite Facility authorities will be notified. If a newly admitted or transferred inmate has a positive tuberculin skin test and presents with symptoms consistent with active pulmonary TB, the inmate should be isolated immediately until chest x-ray/sputum results have been received. The inmate will be evaluated for preventive therapy. Therapy will be in compliance with Centers for Disease Control (CDC) guidelines. The Mississippi State Department of Health (MSDH) shall be notified within twenty-four (24) hours of any case of active TB to participate with management of such inmates.

When a free-world TB patient is confined at an MDOC state facility, MSDH will be responsible for diagnosis, treatment and management of the patient's infectious disease state(s). Wexford will be responsible for basic healthcare, particularly for acute care purposes.

2.7.3 When an inmate is readmitted to a Facility, his/her health status shall be updated. In the absence of significant changes in previous health status, the full assessment does not need to be repeated if a routine assessment has been completed within the past year.

2.7.4 Wexford shall be responsible for reporting HIV/AIDS data to the MDOC.

2.8 Primary Medical Care. Wexford shall provide or arrange for the provision of on-site primary and preventive health care services in accordance with NCCHC Standards at each Facility and Satellite Facility covered by this Agreement. Wexford shall be responsible for the following specialty care services: optometry, radiology, dialysis, audiology, STD, HIV and TB care. MDOC shall be financially responsible for all other specialty care services.

2.9 Sick Call. Wexford healthcare personnel or contracted providers shall conduct sick call within the parameters of applicable ACA and NCCHC standards.

2.9.1 A licensed nurse trained in triage will conduct sick call triage each day at times that are coordinated with Facility staff. Those inmates requiring evaluations beyond the capabilities of the triage nurse shall be referred to the physician or mid-level practitioner, such as a physician assistant or nurse practitioner. Non-emergent health care requests shall be triaged within twenty-four (24) hours. When necessary, a referral shall be made for the inmate to be evaluated by the physician or mid-level practitioner within seven (7) calendar days of the original complaint. The mid-level practitioner will perform evaluations and treatments within his/her scope of practice, referring appropriate patients to the primary care physician as indicated. If an inmate's custody status precludes attendance at sick call, then MDOC and healthcare personnel will cooperate to make arrangements to provide sick call services at the inmate's housing unit if possible. Sick call triage will be conducted at the Community Work Centers twice monthly for all male institutions and weekly for the female institution by a nurse designated by the assigned parent institution.

2.9.2 Nursing staff will conduct daily (including weekends) rounds through all segregation units.

2.9.3 Wexford personnel will not perform medical experimentation or research that violates Mississippi statutes in any MDOC Facility or Satellite Facility and Wexford will inform its independent contractors of this MDOC prohibition.

2.10 Specialty Medical Care Services. Wexford personnel and contracted providers shall direct medical services referrals to the MDOC Specialty Care Coordinator to make arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site at the Facility or Satellite Facility.

2.10.1 Wexford personnel shall endeavor to work with the MDOC Specialty Care Coordinator department to consolidate the scheduling of appointments and services for inmates with community physicians, hospitals and other health care providers and services to minimize the impact upon security staff and available vehicles.

2.10.2 All orders involving any special procedures or non-routine follow-up must be documented and communicated in writing, as an order between the consultant and a physician, licensed nurse, nurse practitioner or physician's assistant. All such specialty orders are subject to review and approval by the MDOC Chief Medical Officer. Specialty consultants will have access to the inmate's medical record and will place a note directly in the medical record at the time the service is rendered. Wexford will be responsible for laboratory and pharmaceutical services that result from the specialty consult.

2.10.3 The positive results of all tests and consultations will be conveyed to the inmate within five (5) working days of receipt by contracted health care professionals. Negative results or findings within normal limits will not be communicated but rather will be an assumption unless communication regarding positive findings occurs.

2.11 Inpatient-Infirmiry Medical Care Services. Wexford personnel shall utilize the Facility inpatient infirmaries as appropriate to manage off-site hospitalizations (e.g. where a patient's condition can be appropriately and effectively treated in the infirmiry setting). The MDOC Chief Medical Officer reserves the right to admit and/or discharge inmates from any MDOC facility infirmiry. Operation and management of the infirmiry shall include:

2.11.1 On site hospitals and infirmaries will meet all applicable Mississippi and local statutes and licensing requirements.

2.11.2 Supervision of the infirmaries by a registered nurse at all times.

2.11.3 A physician or mid-level practitioner on-call twenty-four (24) hours per day.

2.11.4 All inmate patients are within sight or sound of a qualified health care professional.

2.11.5 Infirmiry rounds shall be conducted and documented by a physician daily. Mid-level practitioners may conduct the rounds occasionally, when needed. Progress notes entered by mid-levels must be reviewed and/or counter-signed by the responsible physician within five (5) working days or as otherwise required by law or regulation. Nursing rounds will be made daily, not less than once per scheduled shift or as ordered by the practitioner.

2.11.6 A manual of nursing care procedures to be followed for infirmiry care.

2.11.7 A complete in-patient record for each patient admitted to the infirmiry will include physician or mid-level practitioner order for the admission, admission work-up, problem list and discharge planning. The admission work-up notes shall include the statement of the problem or complaint, the findings of the appropriate

clinical exam, the assessment to its highest level of resolution (may include several rule-out diagnoses) and the infirmary plan. The plan must include expected length of stay, the need for vital signs and the need for any additional diagnostic studies. The plan should also contain special diet requirements and level of acuity. All infirmary encounters shall be documented in the inmate's medical record.

2.11.8 Discharge planning with discharge note is required prior to discharge from the infirmary. The discharge note must include an up-to-date problem list, final diagnosis, and assessment of the resolution of the problem, discharge medications and scheduled return appointment to the physician if necessary and ordered. Discharge must be ordered by the responsible physician or mid-level practitioner. Designated MDOC officials will be advised of the discharge plan regarding housing or work implications.

2.11.9 The Unit 32 clinic shall be operational twenty-four (24) hours per day/seven (7) days per week, however, it is only required to be staffed from 7 a.m. until 11 p.m. Mondays through Fridays and when the need occurs at other times.

2.12 Tertiary Medical Care Services. MDOC shall be responsible for all necessary hospitalization services for inmates incarcerated in the Facilities and Satellite Facilities. At the Facilities, Wexford site personnel or contracted providers must see that inmates whose medical conditions require it are referred to the MDOC Specialty Care Coordinator to be hospitalized or given off-site consultations. MDOC will be responsible for security provisions and scheduling provisions.

2.13 Oral Health Care Program. Dental care services are to be provided to inmates incarcerated in the Facilities in accordance with ACA and NCCHC standards. All dental services shall be provided under the direction and supervision of a dentist licensed by the State of Mississippi.

2.13.1 At those Facilities that have no on-site or mobile dental facilities, Wexford personnel will coordinate with the MDOC Specialty Care Coordinator to provide for the transportation of inmates for dental care, and will do so to minimize transportation and security time. Emergency dental care will be available on-call twenty-four (24) hours per day/seven (7) days per week by a qualified dentist or by a qualified health care professional as the need may dictate. Dental emergencies shall receive an evaluation within twelve (12) hours of complaint.

2.13.2 Dental screening and oral hygiene instructions shall be performed within seven (7) days of admission of an inmate to a Facility. A dental examination is to be performed within one (1) month of admission.

2.13.3 Dental treatment, not limited to extractions, is to be provided in accordance with the dentist's professional judgment, provided that it is in no manner detrimental to the inmate's health. The priorities of treatment are to eliminate pain, swelling or infection and preserve and maintain the inmate's oral integrity. Each inmate will have access to the preventive benefits of fluoride treatment in a form to be determined by the dentist and appropriate for the individual. Routine dental prophylaxis as determined by a dentist shall be performed no less than every two (2) years. Wexford shall by priority of need, maintain a schedule of each inmate being

seen by the dental staff to meet ACA Standards. In cases of readmitted inmates who have received a dental examination within the past ninety (90) days, a new exam is not required, except as determined by the supervising dentist. The readmitted inmate shall fall into the routine evaluation schedule based on the date of the last examination. Permanent dentures, as described below, will be provided to inmates within ninety (90) days of the initial date of the denture mold.

2.13.4 As appropriate and as determined by a dentist, Wexford shall provide the following services:

- Extraction of teeth, which are not restorable due to infection, decay, periodontal disease, or trauma;
- Restoration of teeth;
- Periodontal treatment - non-surgical treatment of periodontal disease to include deep cleanings and polishing;
- Root canal treatment on front teeth which have good bone support and enough remaining tooth structure to restore, to include crown work on a limited basis based upon the inmate's oral history and condition;
- Full dentures shall be provided to inmates who are edentulous or who are edentulated while in the Facility; and
- Partial dentures shall be provided to inmates who lack enough teeth to function adequately, i.e. three or more opposing teeth, to be able to chew.

2.14 Mental Health/Psychiatric Services. The delivery of comprehensive mental health services to inmates incarcerated in the Facilities shall be in accordance with NCCCHC and ACA Standards of Care. Written policies and procedures guiding mental health services shall be available for individual sites.

2.14.1 A physician or designee will examine all inmates isolated for psychiatric purposes within 24 hours of confinement. Medical evaluation will support medical confinement of inmates based on risk of physical danger to self or others. A medically trained professional and a qualified mental health professional will make rounds in the housing unit for all inmates who are segregated from the general population a minimum of three days a week. Only a physician or licensed mental health professional, after consulting with designated MDOC officials, may determine when an inmate should be returned to the general population. All inmates referred for mental health evaluation will receive a comprehensive diagnostic examination, including an update to the psychosocial history and a mental status evaluation. The examination will include an assessment of suicidal risk, potential for violence, and special housing needs.

2.14.2 The mental health professionals shall provide or be responsible for:

- a. Completing and submitting psychological evaluations requested by MDOC;
- b. Screening and referring inmates for psychiatric or psychological evaluation;
- c. Crisis intervention to all inmates;
- d. Crisis assistance through an established on-call system;
- e. Completing diagnostic and classification reports designated by MDOC;
- f. Individual and group therapy;

- g. Providing and/or assisting with critical incident debriefing; and
- h. Providing additional mental health information and/or evaluations.

2.14.3 Qualified mental health staff will provide therapeutic treatment programs to include, but not be limited to, crime victim awareness, sex offender, and anger control. Mental health staff shall be qualified, trained, certified and licensed in the provision of listed intervention programs. Individual and group counseling will be provided based on inmate need. Inmates with serious mental illness will receive priority in receiving these services. Topics for group therapy will be determined by the need of each Facility inmate population.

2.14.4 The contracted/employed site psychiatrist at each Facility will be responsible for:

- a. Prescribing and monitoring psychotropic medications;
- b. Conducting ninety (90) day face-to-face interviews/evaluations of all inmates on psychotropic medications (including telepsychiatry where applicable);
- c. Providing psychiatric evaluation and examination on inmates referred by mental health or medical staff;
- d. Providing psychiatric treatment for inmates displaying serious and persistent mental illness;
- e. Consulting and assisting mental health staff with treatment and care of identified special needs inmates;
- f. Consulting with designated mental health policy and procedures (e.g., management of suicidal inmates, therapeutic restraints, and forced medications);
- g. Requesting the transfer of those inmates with severe mental health problems to EMCF (this includes transfer back to MDOC for inmates stabilized and considered functionally able to be housed in a less restricted environment), through coordination with the MDOC Administrative Psychologist;
- h. Requesting the transfer (through the MDOC Administrative Psychologist) of inmates in facilities that do not have on site mental health care to an MDOC facility with mental health professionals to receive an evaluation and treatment; and
- i. Monthly review of EMCF-eligible inmate mental health records for referral to the MDOC Administrative Psychologist.

2.14.5 If a psychiatrist is not designated to the Facility, the Facility physician will assume these responsibilities. The contracted/employed Facility site physicians will also refer inmates, as appropriate, for psychiatric evaluation. A Facility psychiatrist or physician shall be available for crisis assistance, i.e., MDOC crisis stabilization program implementation, twenty-four (24) hours/day, seven (7) days/week.

2.14.6 Inmates referred by qualified MDOC or Wexford mental health staff for routine psychiatric evaluation upon intake will be seen by a psychiatrist within five (5) working days for initial urgent mental health screenings and fourteen (14) calendar days for all other referrals. Inmates initially prescribed psychotropic medication will

be monitored monthly for three (3) months and then, every ninety (90) days thereafter or more frequently as deemed necessary by the prescribing psychiatrist.

2.14.7 Wexford will develop and implement mental health services and the provision of licensed mental health staff for the crisis stabilization mental health unit. The mental health unit shall be staffed twenty-four (24) hours/day, seven (7) days/week by licensed mental health professionals and/or licensed medical staff to provide mental health services and monitoring of mental health status, to include emergency mental health evaluations. A qualified mental health professional will supervise operation of the mental health unit. Staff assigned to the unit shall be licensed and shall have experience and knowledge in the care of mental health patients.

2.14.8 Wexford will provide on-call crisis intervention, mental health consultation, or direct services at all of the Facilities twenty-four (24) hours a day, three hundred sixty-five (365) days per year for crisis response in cases of inmates with suicidal ideation, treatment of inmates experiencing psychotic disorders or who are experiencing emotional/cognitive disorder.

2.14.9 Wexford will provide training to all casework and security staff in mental health dynamics (i.e. suicide prevention, crisis management), mental health treatment, assessment of treatment plans and crisis intervention.

ARTICLE III -- ANCILLARY AND OTHER SERVICES

3.1 Laboratory Services. Wexford shall arrange for the provision of routine laboratory/diagnostic services. Services will include laboratory/diagnostic supplies, capability for lab pick-up and delivery daily (Monday through Saturday), printer to provide test results at MSP, CMCF and SMCI reporting capability within twenty-four (24) hours and personnel capable of performing the appropriate collection procedures. All on-site qualified health care professional staff shall be trained in the collection and preparation of laboratory specimens. Laboratory/diagnostic services may be subcontracted by Wexford and shall comply with all federal and state standards.

3.1.1 Lab services shall include the capability to provide some on-site diagnostics with immediate results to include at a minimum: finger-stick blood glucose testing, urine analysis dip stick, urine analysis pregnancy test, rapid strep test, guaiac stool test and peak flow testing. Where separate diagnostic services are provided on-site, a procedure manual is to be developed and kept current for each service, to include the procedures for the calibration for accuracy of testing devices. Wexford will arrange for the drawing of blood in appropriate vials supplied by the Mississippi Crime Lab for DNA samples on all sex offenders and any others as required by Mississippi State law.

3.1.2 The physician or mid-level practitioner (PA or NP) shall review all routine laboratory results within forty-eight (48) to seventy-two (72) hours to effect proper treatment and follow-up care. Any clinically significant abnormal results or laboratory values shall be communicated to the physician or mid-level practitioner immediately. A record of the date and time of this communication, as well as resulting intervention orders is to be documented in the inmate health care record. It shall be

the responsibility of the qualified health care professional receiving the lab results to initiate appropriate intervention.

3.1.3 Wexford or its subcontracting laboratory shall provide a copy of its/their Standard Operations Procedure Manual (SOP) to the MDOC Chief Medical Officer and each site Health Services Administrator.

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

3.2 Pharmacy Services. Wexford shall provide or arrange for the provision of pharmaceutical services in accordance with ACA and NCCHC standards for inmates incarcerated in the Facilities. These services shall be sufficient to meet the needs of each Facility. Wexford and its pharmacy subcontractor shall abide by all applicable federal and state regulations relevant to prescribing, procurement, dispensing, administration, distribution, accounting, and disposal of pharmaceuticals. Wexford or its pharmacy subcontractor shall be responsible for all mandatory record keeping and accountability applicable to all legal requirements.

3.2.1 The State and Wexford shall jointly take a physical inventory of all pharmaceutical supplies and drugs as of July 1, 2006. The accepted inventory shall be priced at the lower of cost or market value. At the end of this Agreement, a similar inventory shall be taken and priced. Any increase in the value of the inventory received over the value of inventory at the end of the contract shall be payable to Wexford, and any decrease in the value shall be payable to the State.

3.2.2 Wexford, in conjunction with its pharmacy subcontractor, shall develop a proposed formulary and submit a copy thereof to the MDOC Chief Medical Officer for review and approval. The formulary shall be utilized for the majority of prescribed medications, and deviations will be documented clinically in the medical record. Any proposed formulary changes must be submitted to MDOC for review prior to implementation. The MDOC approved formulary will be distributed to all MDOC Facilities and Satellite Facilities. Wexford will provide written procedures for non-formulary requests and approvals. Specialist in the MDOC preferred provider network will be allowed to order from the formulary. Non-formulary requests must be approved by Wexford.

3.2.3 Administration of pharmaceuticals/medications shall be upon the order of a physician, dentist or other authorized licensed individual with designated prescriptive authority, such as a physician assistant or nurse practitioner. Wexford, or its pharmacy subcontractor, will ensure a method by which to notify the prescribing authority of the impending expiration date of a medication order. This will allow the prescriber to review therapeutic response to the medication and permit continuation or modification of the medication order.

3.2.4 Wexford or its pharmacy subcontractor shall be responsible for the procurement, payment, inventory control, dispensing and disposal of all pharmaceuticals. The pharmacy program will include the following parameters:

- a. Medication will be prescribed only by a physician, physician assistant/nurse practitioner, psychiatrist, or dentist;
- b. Verification of all questionable medication orders or drug prescriptions with the prescribing provider;
- c. Oversight of the pharmacy program by a pharmacist licensed in the State of Mississippi who will conduct periodic audits and participate in monthly Pharmacy and Therapeutics and CQI Committees;
- d. Ordered medications not administered will be returned to the pharmacy;
- e. Establishment of an inventory control system to affect availability of necessary drugs and to protect against loss of pharmaceuticals and controlled substances;
- f. Storage of all controlled substances, syringes, needles, and surgical instruments under security conditions; maintenance of a daily recorded inventory of controlled substances;
- g. Development of a policy to address medication refusals;
- h. Development of medication dispensing procedures;
- i. Institution of automatic stop orders for various drug categories;
- j. Routine review of all prescriptions;
- k. Documentation of all medication administration, to include any ordered medication not administered with reason given;
- l. Preparation, maintenance, and retention of all drug records in accordance with all state and federal laws and regulations;
- m. Adherence to the Federal Controlled Substances Act and the State Pharmacy Act and compliance with NCCHC Standards; and
- n. Arrangement for emergency stat medications through local pharmacies as necessary.

3.2.5 A stocked emergency drug kit shall be available at all Facilities. An adequate supply of emergency drugs will be available to meet the needs of each Facility.

3.2.6 Stringent security standards shall be utilized with the storage, dispensing, and accountability for DEA controlled substances, needles, syringes, and other items that have an abuse or security potential. The maximum duration of a controlled substance prescription will be thirty (30) days.

3.2.7 When there is no staff pharmacist on-site, Wexford or its pharmacy subcontractor shall engage a consulting pharmacist who shall be utilized for quality assurance pharmacy inspections, visits and consultations on a regular basis, not less than quarterly.

3.2.8 A program of self-administration Keep on Person ("KOP") medications with strict accountability may be implemented among those inmates who meet program criteria as mutually agreed upon by Wexford, in conjunction with its pharmacy subcontractor, and the MDOC Chief Medical Officer for use in all MDOC Facilities and Satellite Facilities. No federally DEA controlled medications, anticoagulants or medications with narrow therapeutic windows or medication for the treatment of HIV/AIDS or preventive tuberculosis therapy shall be administered through the use of the KOP Program. Inmates who demonstrate non-compliance or

lack of responsibility shall be removed from this program and reported to facility staff. Wexford or its pharmacy subcontractor will report monthly data on the KOP Program.

3.2.9 Wexford or its pharmacy subcontractor shall develop and implement a Continuous Quality Improvement (CQI) program for the pharmacy program at the Facilities demonstrating a knowledge and focus on outcome measures and indicators.

3.2.10 Wexford or its pharmacy subcontractor shall develop a pharmacy and therapeutics committee for the MSP, CMCF, and SMCI that meets quarterly to discuss medication administration utilization patterns, success or corrections needed, issues associated with the approved formulary and any problems arising from pharmacy activities at the State Facilities.

3.2.11 To facilitate continuity of care, whenever any inmate receiving prescription medication is discharged, paroled, or released, a twenty-one (21) day supply of medication and a refill prescription, when appropriate, shall accompany the inmate, contingent upon adequate prior notice of release by MDOC. Wexford healthcare personnel will coordinate with healthcare providers to give HIV/AIDS and TB patient's specific referral for follow-up, with notification to State Department of Health.

3.3 EKG Services. Wexford shall provide EKG services, equipment, and supplies at the MSP, CMCF, and SMCI with on-site twenty-four (24) hour, seven (7) days a week coverage. Services shall include:

3.3.1 Training, orienting, or informing all designated qualified health care professional staff;

3.3.2 Printed EKG rhythm strip and computerized interpretation report within ten (10) minutes; and

3.3.3 Equipment maintenance and service within twenty-four (24) hours of repair request.

3.4 Radiological Services. Wexford will provide routine radiology services on-site by Wexford's radiology technician or contractual provider at those Facilities that have radiology (x-ray) units. Radiology services for Satellite Facilities that do not have radiology units will be provided by Wexford through return of the inmate to the parent Facility. All supplies and materials necessary for the provision of on-site radiology services at the Facilities that have x-ray units shall be the responsibility of Wexford.

3.4.1 A licensed radiologist will interpret all radiographs the next workday, and will provide initial written results within 48 hours after reading. A physician or mid-level practitioner shall review all written radiograph reports the workday following the receipt of the written report.

3.4.2 For procedures, such as fluoroscopy or special studies, which are beyond the capacities of on-site equipment, the inmate will be transported to an off-site referral facility capable of performing the diagnostic procedure at the expense of

MDOC. The Specialty Consultation Referral Form should be used for such referrals as outlined in Exhibit B.

3.4.3 Wexford shall arrange for maintenance, inspection, and calibration of on-site radiology equipment per manufacturer specified schedule. Wexford will provide all supplies and ancillaries needed to operate said equipment. Wexford is responsible for providing required certifications and equipment readings to the MDOC for use with any/all required OSHA reporting, standards and guidelines.

3.5 Dialysis Services. Wexford will provide or arrange for the provision of on site renal dialysis at CMCF for dialysis patients. MDOC will be responsible for supplying water and electricity necessary for on site dialysis. MDOC will assign inmates requiring dialysis services to CMCF.

3.6 Optometry & Ophthalmologic Services. A licensed on-site provider will perform optometry examinations and treatment for inmates incarcerated at the Facilities, to adequately attend to the needs of all inmates within the Facilities. MDOC will provide all equipment necessary for rendering these services. Treatment and care, which is beyond the scope of expertise of the optometrist, shall be referred to an off-site specialist at the expense of MDOC. Physician or nurse referrals to see an optometrist will be accomplished within thirty (30) days, with corrective eyewear, as described below, being provided within thirty (30) days after being seen by the optometrist.

3.6.1 Plastic eyeglasses shall be provided by Wexford to inmates requiring vision corrections or to inmates entering a Facility or Satellite Facility currently using some type of corrective lens. Inmates who have 20/40 vision or better and at least one eye uncorrected with neither eye being less than 20/40 corrected will not be given glasses unless they are presently wearing glasses or have worn glasses during the last two (2) years. Wexford is required to replace broken or damaged lens only once per two years, unless an eye condition requires replacement more frequently. Inmates are not allowed to wear contact lenses, and inmates entering a Facility or Satellite Facility wearing contact lens will require glasses supplied by Wexford to replace the contact lens. Special medical treatment requiring the wearing of replaceable contacts requires the approval of the MDOC Chief Medical Officer.

3.7 Auditory Services. Wexford shall provide an auditory services program for inmates incarcerated at the Facilities. A licensed audiologist will perform a hearing exam when ordered by a physician. An appropriately trained health care worker may perform initial audiometry on-site at a Facility. If a hearing amplification device is indicated, it is Wexford's responsibility to supply and maintain the device.

3.8 Hospice Care. When indicated by the physician and accepted by the inmate, Wexford and MDOC will work together on a case-by-case basis to make hospice arrangements within a Facility using hospice professionals developed internally, contracted from outside through MDOC or outside of a Facility, including transportation and security considerations, to include execution of the necessary documentation. MDOC shall have responsibility for any offsite hospice service. Wexford's contracted/employed physicians may recommend, where appropriate, and participate with MDOC staff in the evaluation of inmates who are eligible for Conditional Medical Release consistent with MDOC policy and State law.

3.9 Inmate Education. For inmates incarcerated in the Facilities, Wexford shall develop, subject to the MDOC approval, a personal health education program minimally utilizing posters and pamphlets. To further this health education process, formal sessions shall be made available based on the assessed educational needs of the committed persons and upon approval by the MDOC. Selected topics for these sessions may include, but are not limited to:

- Personal hygiene;
- Stress management;
- Tuberculosis and other communicable diseases;
- Hepatitis;
- Prevention of HIV infection and other sexually transmitted diseases;
- Diabetes;
- Hypertension and cardiac disease;
- Pregnancy, birth control; and women's health topics;
- Adverse affects of tobacco use;
- Adverse effects of alcohol and psychoactive drug use;
- Positive effects of physical activity;
- Positive effects of healthy diet; and
- Prevention of dental and periodontal disease.

3.10 Inmate Grievances. The MDOC Health Services Administrator assigned to each MDOC facility will implement the MDOC inmate grievance procedure, which will be consistent with ACA and NCCHC requirements. Inmate grievances will be screened upon receipt by the Health Services Administrator or designee and recorded in the Inmate Grievance Log. Reasonable, good faith attempts will be made to resolve inmate complaints on an informal face-to-face basis, with the Health Services Administrator or designee meeting with inmates in the housing unit, where required for segregated inmates.

3.11 Medical Records. Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process or for services rendered following assignment to a Facility.

3.11.1 Facility medical records shall be managed and made available to MDOC according to ACA and NCCHC standards. Wexford personnel, as custodian for the MDOC, shall maintain, retain, and timely transfer complete, standardized "Problem Oriented Medical Records" for inmates incarcerated in the Facilities. The "SOAP" format for progress notes shall be used for such inmate records. The MDOC shall possess sole ownership of all inmate medical records. Any applicable inmate medical record data will be transferred to the MDOC upon termination of this Agreement. Medical record information available electronically, will be transferred electronically in a delineated file format to the MDOC, as requested.

3.11.2 Medical record forms will include, but are not limited to:

- a. Completed receiving screening form;
- b. Health appraisal data form;

- c. Laboratory, radiology, and diagnostic studies;
- d. Multidisciplinary progress notes, to include date and time of each encounter with signature and title of documenting staff;
- e. Prescribed medications, treatments, findings, diagnoses, and disposition;
- f. Consent and refusal forms;
- g. Release of information forms;
- h. Health care progress notes (e.g., dental, psychiatric, psychological evaluations, off-site consultation/specialty);
- i. Problem list;
- j. Discharge summaries of any hospitalizations;
- k. Special treatment plan, if applicable; and
- l. Physician orders and treatment plans.

3.11.3 Medical records will be maintained with confidentiality as required by applicable law. The medical, dental and mental health records will be kept separate from the master file, working file and offender management file. Subject to applicable laws, data necessary for the classification, security and control of inmates will be provided to the appropriate MDOC personnel. Medical records will be made available to MDOC officials, in accordance with applicable law, when requested or as required to defend any cause of action by any inmate against the MDOC. Health care information about an inmate shall be disclosed only in compliance with appropriate federal and state statutes and regulations. Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained. Informed consent standards apply to all invasive examinations, treatments, and procedures with the exception of emergency treatment where informed consent is implied, situations with advanced directives, and the treatment of communicable diseases.

3.11.4 Release of medical records will only be made in accordance with Federal, State, and local regulations, and in accordance with MDOC policies and procedures.

3.11.5 Original medical records will accompany all inmates when transferred within the MDOC system or to off-site medical appointments. Wexford staff will complete MDOC transfer screening forms according to MDOC policy.

3.11.6 Inactive medical records will be maintained at CMCF in accordance with the Laws of the State of Mississippi and the ACA and NCCHC Standards. After two (2) years, the inactive records may be stored off-site. The MDOC will provide storage, and cost of retrieval is the responsibility of Wexford or the requesting party.

3.11.7 Where and to the extent that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, Titled Administrative Simplification, and the rules and regulations promulgated there under, are applicable to services contracted by Wexford, Wexford will comply with such provisions.

3.12 Inmate Copay Services. Wexford shall be responsible for reporting various medical services provided to inmates in order to support the MDOC inmate copay process at MSP, CMCF, SMCI, and Community Work Centers. A Wexford designated employee will summarize sick call and pharmacy services to be charged to inmates on

a daily basis and provide to MDOC. Wexford will provide copay related data in a manner jointly agreed to by Wexford and MDOC.

3.13 Management Information Services ("MIS"). MDOC will provide Wexford with private virtual circuit networking capability between the three main facilities and MDOC's central office and any other state operated facility, which may be added to the network. Wexford will provide the hardware and software to utilize the network. MDOC will assist Wexford in determining the appropriate equipment needed and provide access to the system.

3.13.1 Wexford agrees to utilize and input data if requested, into the medical module of the Motorola OffenderTrack system. MDOC is responsible for the software, the licensing of the system and the annual maintenance. MDOC agrees to allow Wexford to have access to the medical data module of the OffenderTrack system via computers located within the medical units. MDOC will provide training and Wexford will ensure appropriate personnel are available for training to utilize the system. Wexford will be responsible for inputting data into the module and will if necessary keep all appropriate fields of this module populated. MDOC agrees that medical information in this OffenderTrack system will be used in accordance with applicable confidentiality laws and regulations.

3.13.2 MDOC will make available to Wexford in a jointly determined electronic format inmate information on a daily basis for purposes of updating Wexford's proprietary systems and relevant databases. The inmate information will include inmate name, date of birth, social security number, inmate DOC number and location. Any other relevant information required will be provided as mutually agreed in order to have current inmate eligibility.

3.13.3 Wexford will provide to MDOC in a jointly determined electronic format, if available, inmate information on a periodic basis for purposes of updating MDOC's relevant databases. The inmate information requested will be provided in a mutually agreed format.

3.13.4 Inmate Transportation Data. Wexford's request for off site medical transportation will be provided to MDOC in a format jointly agreed to by Wexford and MDOC.

3.14 Permits and Licenses. All permits, licenses, certificates and accreditations required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by Wexford pursuant to this Agreement shall be secured and paid for by Wexford. It is the responsibility of Wexford to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for which a certificate is required. Wexford will pay for NCCHC accreditation surveys.

3.15 Reporting Requirements. Wexford will provide periodic reports electronically when possible, to the MDOC Chief Medical Officer in a format and frequency set forth in Exhibit D to this Agreement. MDOC may request Wexford to provide ad hoc reports on a periodic basis. Wexford will use best efforts to provide MDOC with the data

requested for these ad hoc reports in a timely manner, when such data is available to Wexford and within Wexford's ability to retrieve without significant disruption to their internal processes and staff.

3.16 Accreditation. Wexford agrees to maintain successful NCCHC accreditation at MSP, CMCF and SMCI from the commencement of this Agreement. Wexford will comply with all healthcare related ACA accreditation measures and will maintain ACA accreditation related to medical services for each Facility.

ARTICLE IV -- SAFETY, PREMISES AND MATERIALS

4.1 Bio-Hazardous Waste. Wexford will arrange for disposal of all biohazardous medical waste material from the health care units at the Facilities and Satellite Facilities, and will provide for and bear the cost for an approved appropriate method of disposal of contaminated waste, including needles, syringes and other materials used in the provision of health care services at the Facilities and Satellite Facilities. These disposal methods shall be in compliance with all applicable standards and/or regulations, including OSHA, relevant to the disposal of biohazardous waste material.

4.1.1 Wexford shall take appropriate measures to confirm that only biomedical waste material is deposited within the designated contaminated waste containers. Air filters used in air recirculation and air conditioning units, which are removed or replaced by the maintenance department in rooms considered to harbor air-borne pathogens shall also be treated as biomedical hazardous waste and disposed of accordingly.

4.1.2 Wexford will confirm that all staff, including MDOC staff, have received or will receive training in the proper handling and disposal of biomedical waste material. In addition, Wexford shall comply with all applicable laws and record keeping involving the handling and disposal of biomedical waste material.

4.2 Infection Control. The infection control program describes resources that will help the healthcare provider in maintaining an environment that reduces unnecessary exposure to infectious and communicable diseases for inmates, security, and healthcare staff. The Infection Control Program will follow the guidelines and recommendations of the CDC, OSHA, MSDH and other pertinent documents related to infection control. The program will include written policies, procedures, and practices that define surveillance procedures to detect inmates with infectious and communicable disease, appropriate immunizations to prevent these diseases, the care inmates with these diseases receive, including isolation when medically indicated, and compliance with treatment regimens, and shall be an ongoing process.

4.3 Safety. Wexford will supply, check, and replace used supplies in first aid kits (two per each Facility unit), in compliance with ACA and NCCHC standards. The content of the first aid kits will be determined by the Wexford Medical Director, but at a minimum will include CPR masks. In addition, Wexford will supply, check and replace used supplies in limited emergency first aid kits for MDOC emergency vehicles, as determined by the on-site health authority. In the training for MDOC staff provided by Wexford, as described in Section 4.1.2 of this Agreement, Wexford will include instruction on the use of items in the first aid kits.

4.4 Space, Equipment and Supplies. Wexford shall provide all materials and supplies necessary for Wexford to deliver the services to inmates incarcerated in the Facilities, as required by this Agreement. These shall include, but are not limited to, medical, dental, optometry, diagnostic, mental health testing and office supplies required to provide comprehensive health care services. Wexford shall provide prosthetics, orthotics, and prosthetic appliances deemed necessary by the Facility physicians. All equipment and supplies must be reviewed by the MDOC for compliance with security requirements.

4.4.1 Certain pharmaceutical supplies and drugs have been stored by MDOC at various Facilities, and as of the commencement of this Agreement, such items will be handled in accordance with Section 3.2.1 of this Agreement.

4.4.2 MDOC shall provide phone sets and local telephone service. Wexford shall be responsible for long distance service used by Wexford employees and independent contractors.

4.4.3 Wexford will provide all durable equipment and its repair, maintenance, certification and supplies necessary for the performance of the health care obligations. MDOC will loan existing inventory of equipment at book value, as identified in Exhibit G. This equipment or equipment of equal value shall be returned to MDOC at the end of the Agreement. MDOC and Wexford will use a combination of depreciated book value, market information or other relevant data to determine a value of the equipment accepted by Wexford at the commencement of the Agreement.

4.4.4 Upon termination of the Agreement, Wexford and MDOC shall take a complete inventory of all equipment in place. All equipment used to provide medical services shall be retained by MDOC. MDOC and Wexford will use a similar method to value the equipment at contract commencement and at the end of the Agreement. Wexford shall seek approval from MDOC prior to adding any equipment to the inventory valued at \$10,000 or more. Any increase in value of equipment received at the commencement of the Agreement over the value of the equipment at the end of the Agreement shall be payable to Wexford, and any decrease in the value shall be payable to MDOC.

4.5 Inmate workers. Wexford will not assign inmate workers to health care related tasks of any kind, except for hospice care where appropriate and consistent with ACA and NCCHC standards. MDOC may assign inmate workers to health care related tasks.

ARTICLE V -- SERVICES TO MDOC EMPLOYEES

5.1 Services to MDOC Employees. Wexford will provide certain limited and specified health care services for MDOC employees who work in the Facilities as described in Section 2.5 of this Agreement. In addition, Wexford shall support the MDOC's provision of health services staff orientation at MDOC sponsored training.

5.1.1 Wexford will assist the MDOC in providing educational services to MDOC personnel on the following topics and others as reasonably requested by MDOC:

- a. Crisis Intervention;
- b. First Aid for Medical Emergencies;
- c. Mental Health Emergencies;
- d. CPR Certification;
- e. Communicable Disease Prevention;
- f. Blood Borne Pathogen Exposure Control;
- g. Recognizing Signs and Symptoms of Mental Illness, Chemical Dependency and Mental Retardation;
- h. Suicide Prevention, Detection, Intervention, and Response;
- i. Abnormal Inmate Behavior;
- j. Stress Management; and
- k. ACA and NCCHC requirements.

ARTICLE VI -- INMATES HOUSED IN PRIVATE PRISON

6.1 Medical Care. The MDOC and/or the contractor operating the Private Prison(s) is responsible for all health care, including but not limited to, medical, dental and mental health care of inmates housed in Private Prison(s).

ARTICLE VII -- COMPENSATION

7.1 Average Daily Population ("ADP"). ADP is defined to mean the sum total of all daily administrative inmate population counts performed during a calendar month divided by the number of days during the calendar month. For purpose of reference, an administrative inmate population count (sometimes referred to as an administrative count) is performed at 12:00 midnight daily. The ADP includes inmates housed in MDOC Facilities (deemed to include for purposes of the count, MSP, CMCF, and SMCI, the County Regional sites, the Community Work Centers and minimum security inmates residing at the three male Restitution centers and the Governor's Mansion) and any free world TB patients beings housed in the above listed locations. The ADP does not include any MDOC inmates housed in County jails or Private Prisons or inmates that have been admitted to an off-site hospital.

7.1.1 Inmates housed in County jails are not the medical or fiscal responsibility of Wexford.

7.2 Compensation. The form of reimbursement under this Agreement is per diem based. Wexford shall be paid based upon the ADP as calculated by the MDOC, subject to a guaranteed minimum floor payment. Should the ADP for any given month be less than the guaranteed population floor (the "Base ADP"), as set forth below, the monthly payment shall be based on the Base ADP. The MDOC shall pay Wexford the fixed per diem multiplied by the number of days in the month of service, times the Base ADP. Should the actual ADP be higher than the Base ADP, MDOC will pay Wexford a reduced fixed per diem for the difference in the actual ADP above the Base ADP. The MDOC shall provide Wexford with the current ADP calculation each Monday of the month, along with a final ADP calculation on the business day following the end of the month. Wexford shall submit an invoice in a format prescribed by the MDOC by the 3rd working day of the month following service, and the MDOC shall remit payment via

Electronic Funds Transfer (EFT) to Wexford by the 10th working day of the month, following the month of service.

Payments by MDOC using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Wexford's choice. MDOC may, at its sole discretion, require Wexford to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Wexford understands and agrees that MDOC is exempt from the payment of taxes. All payments shall be in United States currency.

7.2.1 MDOC will compensate Wexford for the services agreed to under this contract at a per diem rate of \$5.76 per inmate up to a Base ADP of 14,300 inmates for fiscal year 2007. MDOC will compensate Wexford at a reduced per diem rate of \$2.65 per inmate for any difference in the actual ADP above the Base ADP. The per diem rate and the reduced per diem rate will increase by 4.5% each year for the remainder of the Agreement term and any renewal periods, if they are exercised. The Base ADP (guaranteed population floor) shall be 14,300 inmates.

7.2.2. The pricing as set forth in this Article VII assumes a population of 14,300 inmates for the Facilities and Satellite Facilities contemplated herein, and further assumes that as population is added the population would be assimilated somewhat equally distributed in the Facilities consistent with the population distributions and staffing assumptions underlying this Agreement. Should the MDOC add inmate population, new locations/sites to those covered under this Agreement or should the proportionate distribution of population significantly differ from the population as it exists as of the commencement of this Agreement, and the occurrence of either results in the need to increase staffing or incur other costs above the Per Diem Rate, Wexford and the MDOC shall negotiate compensation adjustment to cover the increased costs. Wexford shall submit to the MDOC Chief Medical Officer the recommendation for staffing increases necessary to maintain proper medical care. Upon approval of MDOC, compensation shall be adjusted for approved staff based on the applicable salaries and benefits at the time of the increased staffing. If operating costs are affected or key medical populations (inmates with HIV, HepC, psychotropic medications or dialysis treatments) increase dramatically, Wexford shall submit to MDOC a cost impact statement for review and approval.

7.3 Limitations on Covered Expenses. The following services/costs are excluded from Wexford's responsibilities in providing services to the MDOC:

- All off-site referrals shall be at the expense of the MDOC. Final approval for off-site referrals is at the discretion of the MDOC Specialty Care Coordinator. The MDOC Chief Medical Officer will review all denials, discuss with referring physician and offer final approval as indicated.
- The MDOC will cover the cost of off-site emergency room visits and inpatient admissions.
- Wexford is responsible for only medically necessary on-site care and not for elective procedures or specialty services except as outlined in Section 2.8.

- MDOC shall provide for the transportation of incarcerated persons to any location within the State of Mississippi as Wexford may deem necessary and appropriate for the health care of such person subject to the approval of MDOC. Wexford shall be responsible for emergency medical transportation. Wexford shall use its best efforts to make the most efficient use of emergency transportation and the accompanying security measures involved by judicious use of on-site resources, including specialists used on-site, simultaneous scheduling of multiple inmates for appointments, etc.
- Organ and bone marrow transplants (all charges in connection with reviewing the inmate's medical condition to be considered for a transplant, as well the actual costs of the transplant and all follow-up care subsequent to the transplant to include such items as laboratory testing, radiology services, inpatient or outpatient services, physician fees, pharmaceuticals, charges for obtaining and transporting organs);
- Medications - Factors VIII and IX for the treatment of bleeding disorders;
- Costs in excess of \$150,000 per annual Agreement year for the treatment of Hepatitis C, such costs include pharmaceuticals and laboratory testing;
- Costs in excess of \$2,500,000 per annual Agreement year for the treatment of HIV, such costs include pharmaceuticals and laboratory testing
- The MDOC Specialty Care Coordinator shall be responsible for the arrangement and cost of all specialty care. Wexford shall provide STD, HIV, and TB clinics in conjunction with the Mississippi State Department of Health. MDOC shall provide specialty clinics to the maximum extent possible.

7.4 Non-Performance. A deduction may be taken in the event the MDOC has to pay for alternative sources of inmate health care due to non-performance by Wexford. The amount of the deduction shall be taken from any money due to Wexford, and will be limited to the amount the MDOC would have otherwise paid to Wexford. The MDOC shall provide immediate written notification to Wexford of such proposed procurement of alternative sources, providing Wexford with a thirty (30) day period from date of notice in which to cure the non-performance, prior to commencing the deduction.

7.5 Staffing Report and Vacancy Assessment. Wexford will provide MDOC a monthly staffing report as referenced in Exhibit D to include a list of all filled and vacant positions and the date of vacancy for any such vacant position. Wexford shall reimburse MDOC for any staffing position that remains vacant in excess of ninety (90) calendar days unless the vacant position has been alternatively covered to MDOC's satisfaction. The reimbursement rate shall be based on the standard hourly rate for the vacant position as outlined in Exhibit E and shall be assessed for each day in excess of ninety (90) that the position remains vacant. MDOC will provide Wexford with a monthly invoice for the prior month's staff vacancy assessment.

7.5.1 The staff vacancy assessments will commence one hundred eighty (180) days after the start of the initial term of this Agreement.

7.6 Compliance Audits and Liquidated Damages. Wexford will be responsible for meeting certain compliance standards based on the provisions of this Agreement. Compliance Audits will be conducted quarterly. MDOC will provide Wexford with written notification of the audit results within thirty (30) days of completion of the audit. MDOC will assess liquidated damages upon Wexford's failure to meet the compliance standards. Liquidated damages will not be applicable for the first one hundred eighty (180) days of the contract, but shall become effective for services provided after one hundred eighty (180) days. The compliance standards shall be based on an 85% pass/fail ratio for months 6-12 of the contract period and a 90% pass/fail ratio thereafter. The liquidated damages shall be assessed quarterly based on each percentage point that is less than the applicable compliance standard at the rate of \$5,000 per percentage point per quarter for each standard. The liquidated damages will increase to \$10,000 per percentage point per quarter for each percentage point of compliance less than 80% for each standard.

7.6.1 Liquidated damages will be based on the following compliance standards:

- Newly admitted inmates shall receive a comprehensive health assessment and history within one (1) month of intake (Section 2.7.1)
- Non-emergent health care (sick call) requests shall be triaged within twenty-four (24) hours (Section 2.9.1)
- Sick call referrals shall be evaluated by a physician or mid-level practitioner within seven (7) calendar days of the original complaint (Section 2.9.1)
- All newly admitted inmates shall receive a dental exam within one (1) month of admission (Section 2.13.2)
- All inmates shall have routine dental prophylaxis no less than every two (2) years (Section 2.13.3)
- Inmates referred for routine psychiatric evaluation upon intake shall be seen by a psychiatrist within five (5) calendar days for initial urgent mental health screenings (Section 2.14.6)
- Inmates referred for psychiatric evaluation in all cases except upon intake shall be seen by a psychiatrist within fourteen (14) calendar days of referral (Section 2.14.6)
- Inmates who are on psychotropic medications shall be seen by a psychiatrist at least every ninety (90) calendar days (or more frequently if deemed necessary by the prescribing psychiatrist) - to include telemedicine evaluations where appropriate (Section 2.14.6)

7.6.2 Liquidated damages shall be charged for all required reports determined to be filed late. A report shall be considered late if received by the MDOC Chief Medical Officer after the following date:

Daily reports - due the following day and considered late if not received by the second business day following the reporting date.

Weekly reports - due by the Thursday following the end of the previous week or the first business day thereafter should that Thursday fall on a legal holiday. Each week shall begin on Sunday and extend through Saturday.

Monthly reports – due by the 25th day of the following month or the first business day following the 25th day of the following month.

Quarterly reports – due by the 25th day of the following month or the first business day following the 25th day of the following month.

Annual report – due 90 days following the end of the contract year.

MDOC shall immediately notify Wexford upon the delinquency of any required report. The liquidated damages for delinquency of any category (daily, weekly, monthly, quarterly or annual) of required report shall be \$100 per report for each workday from the date Wexford was provided notification of delinquency until such report has been received in full by MDOC.

7.6.3 Wexford shall include adequate information in its monthly reports to determine its compliance with the required standards. The reports shall contain such information in a manner that can be independently verified including numbers of inmates subject to the requirements, numbers and percentages where Wexford met the Agreement requirements and numbers and percentages where Wexford failed to meet the requirement.

7.6.4 Wexford's failure to have on call for 24/7 emergency medical and mental health services shall be subject to a \$5,000 per day fine. Wexford's failure to provide emergency dental care in accordance with section 2.13.1 shall be subject to a \$5,000 per occurrence fine.

7.6.5 MDOC will conduct quarterly compliance audits using the methodology set forth in Exhibit F. MDOC will provide Wexford with written notification of the audit results within thirty (30) days of completion of the audit. Wexford shall have thirty (30) days to respond in writing regarding any noncompliance and shall provide MDOC with a written explanation of corrective actions taken, including if applicable, evidence of such corrective actions.

ARTICLE VIII -- TERM AND TERMINATION

8.1 Term of Agreement. This Agreement is effective upon the execution of it by the duly authorized representatives of both Parties. The initial term of this Agreement commences as of July 1, 2006 and continues through June 30, 2009. This Agreement may be extended beyond the initial term upon mutual written agreement of the MDOC and Wexford as provided herein, for two (2) additional one-year terms. Each Party must communicate its desire to renew the Agreement at least six (6) months prior to the expiration of the then current term or the Agreement will automatically expire.

8.2 Termination. This Agreement may terminate as follows:

8.2.1 If the Parties do not mutually agree to extend this Agreement pursuant to the renewal terms set forth in Section 8.1 above, then this Agreement will terminate at the end of the then current term; or

8.2.2 In the event that either Party shall give notice to the other Party that such other Party has defaulted in the performance of a material obligation hereunder, and such default shall not have been cured within sixty (60) days following the giving of such notice in writing, then the Party giving such notice shall have the right to terminate this Agreement thirty (30) days following the foregoing sixty (60) day cure period; or

8.2.3 In the event that the MDOC and Wexford mutually agree in writing to terminate this Agreement prior to the end of a term hereunder, then this Agreement may be terminated on such terms and on such date as stipulated in the written agreement; or

8.2.4 Either Wexford or MDOC may terminate this contract without cause with a 180 day written notification to the other party.

ARTICLE IX -- STATE/MDOC UNDERTAKINGS

9.1 Undertakings. The MDOC will perform the following:

9.1.1 Direct its employees, representatives, and contractors to take all actions required or reasonable to achieve NCCHC certification of the health program;

9.1.2 Provide security services and all other assistance necessary for the safe and orderly provision of medical care by Wexford personnel and contracted providers;

9.1.3 Provide all necessary utilities, including telephone service, provided that Wexford shall pay for the actual cost of long distance telephone communications. An itemized log shall be submitted monthly by Wexford identifying long distance to include date, number called and estimated length of call. Wexford may elect to install direct lines or equipment to capture this information to eliminate the logging;

9.1.4 Provide electronic connectivity between the three major institutions (MSP, CMCF and SMCI) for use by Wexford;

9.1.5 Provide administrative space for use by Wexford in the Facilities and Satellite Facilities, on an "as available" basis, which will include existing office furniture in place;

9.1.6 Provide clean bedding/linens for the medical use of Wexford within the Facilities;

9.1.7 Provide structural maintenance of the facilities, MDOC departmental approved infrastructure changes, general maintenance and housekeeping where Wexford and its personnel and contracted providers are to provide health care services;

9.1.8 Provide non-emergency transportation of incarcerated persons to any location within the State of Mississippi for the health care of such persons as deemed medically necessary and appropriate by both the MDOC Chief Medical Officer and Wexford;

9.1.9 Mandate a close working relationship, open communication and cooperation between Wexford, Superintendents, the transportation section, and/or their designated representatives, to minimize the impact upon MDOC's staffing, available vehicles, to operate within funding constraints, and to meet the inmates' health care needs as determined by healthcare personnel. To this end, the site HSA shall serve as the designated staff person to be the institutional/section liaison representative;

9.1.10 In the case of intrastate medical moves, the on-site Wexford Administrator will coordinate with the site HSA;

9.1.11 Medical moves to MDOC facilities from the counties and/or out of state will be the responsibility of the MDOC. Notification of these authorized moves will be coordinated with Wexford;

9.1.12 Provide security to Wexford's employees, staff, and contracted providers, consistent with that currently provided at individual Facilities. In addition, the MDOC will provide security procedures to protect Wexford's pharmaceuticals and supplies; provided, however, that Wexford will be responsible for enforcing compliance with MDOC security procedures among Wexford employees and contractors;

9.1.13 Provide and pay for food (including that required by written order of Wexford as medical diet) to incarcerated persons. Wexford or the contracted providers will make written diet orders consistent with medical needs, and will not make recommendations for religious diets;

9.1.14 Provide and pay for all services covered under section 7.3, Limitations on Covered Expenses.

9.1.15 In order for this Agreement to be successful, MDOC and Wexford must work together in partnership to resolve concerns, issues and disputes as identified by Wexford; as such, the MDOC will provide access to MDOC senior staff for guidance in policy and procedures, and will timely address any issues brought forth by Wexford to the satisfaction of both the MDOC and Wexford.

9.2 Availability of Funds. It is expressly understood and agreed that the obligation of the MDOC to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDOC, the MDOC shall have the right upon thirty (30) days written notice to Wexford, to terminate this Agreement without

damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

9.2.1 The MDOC will make payment for services rendered by Wexford up to the termination date of this Agreement. This provision shall not be construed so as to permit the MDOC to terminate this Agreement in order to acquire similar services from another entity.

9.3 Monitoring. The MDOC shall have the right to monitor Wexford's performance hereunder. This shall include reasonable access to documents, books, and records of Wexford that directly relate to this Agreement, for the purpose of audit, review, or reconciliation. In addition, the MDOC has the right to visit at any time any healthcare unit in any Facility in which Wexford has contracted to provide services to MDOC; MDOC agrees however, that in making such site visits, it will make good faith effort to do so in a manner contemplated to create the least disruption to care delivery at the site. To the extent that MDOC uses agents or third parties to perform such functions, MDOC will agree to have such parties enter confidentiality agreements regarding Wexford proprietary or trade secret information, which may be disclosed in the monitoring process.

ARTICLE X -- INSURANCE AND INDEMNIFICATION

10.1 Indemnification and Representation. Wexford hereby assumes the entire responsibility and liability for any and all damages or injury of any kind or nature, including death, proven to have resulted from Wexford's acts or omissions to all persons, including Wexford's employees, officers or agents and for all property damage caused by, or arising out of the services performed by Wexford pursuant to this Agreement.

10.1.1 Wexford will defend, at its expense, any actions filed against it or any of its employees based upon its performance of this Agreement. The State of Mississippi and MDOC shall not be responsible for providing representation for Wexford and its employees in any such action.

10.2 Indemnification and Representation. The MDOC hereby assumes the entire responsibility and liability for any and all damages or injury of any kind or nature, including death, proven to have resulted from MDOC's acts or omissions to all persons, including MDOC's employees, officers or agents and for all property damage caused by, or arising out of the services performed by MDOC pursuant to this Agreement.

10.2.1 MDOC will defend, at its expense, any actions filed against it or any of its employees, as defined by statute, based upon its performance of this Agreement. Wexford shall not be responsible for providing representation for the State of Mississippi, MDOC and its employees in any such action.

10.3 Insurance. During the term of this Agreement, Wexford will maintain professional liability insurance covering Wexford, its employees, officers, and agents, with limits not less than \$1 million per occurrence and \$3 million in the aggregate annually. Such coverage will be on an occurrence basis or, if on a claims made basis, Wexford will purchase the appropriate 'tail' coverage.

ARTICLE XI -- GENERAL PROVISIONS

11.1 Changes in Scope. If there are any changes in any applicable state or federal laws, ACA standards, NCCHC standards, constitutional standards, court orders, MDOC rules, policies, procedures or regulations in effect as of the commencement date of this Agreement or if any new law, rule, order, policy, procedure or regulation is enacted which require a material change in the scope of services furnished hereunder, so as to materially increase the cost of providing healthcare services, Wexford may request additional compensation to offset the increase in costs for furnishing the additional services. Wexford shall provide reasonable notice in writing together with documentation supporting the request. MDOC will review the information and provide the additional compensation upon mutual agreement of the Parties. If the Parties agree to the additional services and additional compensation, then Wexford must implement the additional services.

11.1.1 Given that the MDOC and Wexford have arrived at the compensation and pricing set forth in Article VII based upon very limited historical cost or actuarial data available from the MDOC. Wexford and MDOC agree to meet and discuss possible changes in compensation or services at the conclusion of the first year, and every Agreement year thereafter or at any time mutually agreed upon by MDOC and Wexford based on actual experience. Should the actual experience regarding staffing needs, offsite care and pharmaceutical utilization be substantially different than the assumptions or premises upon which computation of the fixed per diem compensation was based, then the MDOC and Wexford will negotiate possible compensation or service requirement changes. The Parties agree to meet and negotiate in good faith within thirty (30) days following the giving of written notice by one Party to the other Party of a material adverse consequence arising from such assumptions or premises. Any change to the per diem rate must be agreed upon by both Parties and this section shall not be construed as an obligation by either Party to amend the fixed per diem rate at the request of the other Party. However this section shall be construed to impose upon both Parties to negotiate in good faith when so requested hereunder by either Party.

11.2 Confidentiality. It is understood that in the course of the engagement established under this Agreement, each Party may learn of or obtain copies of confidential or proprietary software, systems, manuals, documents, protocols, procedures, or other materials developed by or belonging to the other Party, and not generally available to the public (the "Confidential Information"). All Confidential Information of a Party shall be and remain the property of the Party originally having ownership thereof, during the term of this Agreement and thereafter. Confidential Information shall not include information, which is or becomes public knowledge through no fault of the receiving Party or its employees, agents or representatives. Neither Party will, without the express written consent of the other Party, use the Confidential Information of the other Party, except as expressly contemplated by this Agreement, and the receiving Party shall cease all use of the other Party's Confidential Information upon the termination or expiration of this Agreement. Except as required by law or legal process, each Party shall maintain the confidentiality of the Confidential Information provided hereunder, and shall not disclose such information to any third parties. If a receiving Party believes disclosure

of the other Party's Confidential Information is required under law or legal process, then such receiving Party shall immediately notify the other Party so that the other Party shall have the opportunity to take appropriate actions to protect its Confidential Information.

11.3 MDOC Records Available to Wexford with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, the MDOC will provide Wexford, at Wexford's request, the MDOC's records relating to the provision of health care services to inmates as may be requested by Wexford or as are pertinent to the investigation or defense of any claim related to Wexford's conduct. The MDOC will make available to Wexford such records as are maintained by the MDOC, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent the MDOC has any claim to those records) as Wexford may reasonably request consistent with applicable law; provided, however, that any such information released by the MDOC to Wexford that the MDOC considers confidential will be kept confidential by Wexford and will not, except as may be required by law, be distributed to any third party without prior written approval by the MDOC.

11.4 Wexford Records Available to MDOC with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, Wexford will provide MDOC, at MDOC's request, the Wexford records relating to the provision of health care services to inmates as may be requested by MDOC or as are pertinent to the investigation or defense of any claim related to MDOC's conduct. Wexford will make available to MDOC such records as are maintained by Wexford, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent Wexford has any claim to those records) as MDOC may reasonably request consistent with applicable law; provided, however, that any such information by Wexford to MDOC that Wexford considers confidential will be kept confidential by MDOC and will not, except as may be required by law, be distributed to any third party without prior written approval by Wexford.

11.5 No Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity, inmate or patient, the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of such Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of or for damages or relief under this Agreement.

11.6 Independent Contractor Status. The MDOC expressly acknowledges that Wexford is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the MDOC to exercise control or direction over the manner or method by which Wexford or its subcontractors perform hereunder. As such Wexford shall pay all federal, state, and local taxes that accrue to it because of this Agreement.

11.7 Assignment. Neither Party shall assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld.

11.8 Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, delivered by independent guaranteed overnight courier service, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate Party at the following address or such other address as may be given in writing by a Party to the other Party:

If to the MDOC:

Dr. Kentrell Liddell, Chief Medical Officer
Mississippi Department of Corrections
723 N. President
Jackson, MS 39202

With a copy to:

David Scott
Special Assistant Attorney General
723 N. President
Jackson, MS 39202

If to Wexford:

Daniel Conn, Vice President & Chief Financial Officer
Wexford Health Source, Inc.
381 Mansfield Avenue
205 Greentree Commons
Pittsburgh, PA 15220

11.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Wexford shall comply with applicable federal, state and local laws and regulations.

11.10 Entire Agreement. This Agreement, together with the documents referenced in Article I above, constitutes the entire agreement of the Parties and is intended as a complete statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. Where the RFP, Proposal, or Wexford BAFO do not agree, this Agreement shall supersede and take precedence over those earlier documents. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

11.11 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11.12 Force Majeure. Wexford shall not be deemed in violation of this Agreement if it is prevented from performing its obligations hereunder for failure to perform any of the terms and conditions of this agreement resulting from acts of God, storm, fire, casualty, war, national emergency, or catastrophic occurrences.

11.13 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

11.14 Compliance with Laws. Wexford understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Wexford agrees during the term of the agreement that Wexford will strictly adhere to this policy in its employment practices and provision of services. Wexford shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state of Mississippi, and local laws and regulations, as now existing and as may be amended or modified by federal, state or local laws. All such discrimination is unlawful and Wexford agrees during the term of the agreement that Wexford will strictly adhere to this policy in its employment practices and provision of services. Wexford shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11.15 Procurement Regulations. The Agreement shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

11.16 Contingent Fees. Wexford represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

11.17 Gratuities. Wexford represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

11.18 Amendments. Wexford and MDOC agree that the Agreement may be amended at any time, by mutual written agreement of the Parties.

11.19 Requisite Authority. Each Party hereto represents for itself that the individual signing this Agreement on its behalf has full power and authority to do so; and upon the signing of this Agreement by such individual renders this a legal, binding, and enforceable obligation of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed

representatives to set their hands and seals hereto as of the day and year first above written.

MISSISSIPPI DEPARTMENT OF CORRECTIONS

Attest:

By: *Christopher B. Epp*
Title: Commissioner

WEXFORD HEALTH SOURCES, INC.

Attest:

By: *Don Hon*
Title: Executive Vice President
COO/CFO

REVIEWED BY
MDOC LEGAL COUNSEL

JUN 14 2016
DAK
APPROVED FOR SIGNATURE

**AGREEMENT BETWEEN THE STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS AND WEXFORD HEALTH SOURCES, INC.
FOR ONSITE INMATE HEALTH SERVICES**

AMENDMENT #1

THIS AMENDMENT TO THE AGREEMENT (this "Agreement") is entered into as of the first day of April 2008, by and between the State of Mississippi Department of Corrections (generally referred to as the "State" or the "MDOC") and Wexford Health Sources, Inc. ("Wexford"). The MDOC and Wexford are sometimes referred to herein collectively as the "Parties".

WITNESSETH:

Whereas, the MDOC is responsible for the care and security of inmates in its custody, whether incarcerated in MDOC correctional facilities, county regional facilities, or privately operated prisons; and

Whereas, the MDOC desires to engage Wexford to provide or to arrange for the provision of medical, dental, and mental health care services for inmates in its custody at the following Facilities on the terms as provided in this Agreement: Mississippi State Penitentiary ("MSP") at Parchment, Mississippi; Central Mississippi Correctional Facility ("CMCF"), at Rankin County Mississippi; South Mississippi Correctional Institution ("SMCI") at Leakesville, Mississippi (known as the 'Facilities'). Wexford has limited responsibilities as provided in this Agreement at the eleven County Regional Sites; seventeen Community Work Centers; and for minimum-security inmates residing at the three male Restitution centers and the Governor's Mansion (known collectively as the "Satellite Facilities" and individually as a "Satellite Facility").

Whereas, Section 7.2.2 states "Should the MDOC add inmate population, new locations/sites to those covered under this Agreement or should the proportionate distribution of population significantly differ from the population as it exists as of the commencement of this Agreement, and the occurrence of either results in the need to increase staffing or incur other costs above the Per Diem Rate, Wexford and the MDOC shall negotiate compensation adjustment to cover the increased costs."

Whereas, under Change of Scope it states "If there are any changes in any applicable state or federal laws, ACA standards, NCCHC standards, constitutional standards, court orders, MDOC rules, policies, procedures or regulations in effect as of the commencement date of this Agreement or if any new law, rule, order, policy, procedure or regulation is enacted which require a material change in the scope of services furnished hereunder, so as to materially increase the cost of providing healthcare services, Wexford may request additional compensation to offset the increase in costs for furnishing the additional services, Wexford shall provide reasonable notice in writing together with documentation supporting the request. MDOC will review the information and provide the additional compensation upon mutual agreement of the Parties. If the Parties agree to the additional services and additional compensation, then Wexford must implement the additional services.

Whereas, Section 11.18, Amendments states "Wexford and MDOC agree that the agreement may be amended at any time, by mutual written agreement of the Parties."

Whereas, the MDOC and Wexford desire to set forth their understandings and agreements regarding inmate healthcare services as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the agreement as follows:

ARTICLE I – AGREEMENT DOCUMENTS is amended to read as follows:

1.1 Governing Documents. The following documents are incorporated herein and are made a part of this Agreement, and the Parties agree that those portions of such documents that set forth respective duties of performance and conditions thereof by each of the Parties shall govern performance under this Agreement in the following order except as otherwise provided in this Agreement:

- Amendment #1.
- Wexford Health Sources, Inc. 's Best and Final Offer ("BAFO"), for onsite healthcare services which was defined as Required Response #1, RFP Staffing Model dated March 31, 2006
- Wexford Health Sources, Inc. 's response to the MDOC Request for Proposal, together with the Wexford BAFO and Key Assumptions, Dated January 27, 2006; and
- Mississippi Department of Corrections RFP NO. 06-010, Dated September 27, 2005, as amended (the "RFP").

ARTICLE II – HEALTHCARE AND RELATED SERVICES is amended to read as follows:

2.3 Personnel. The base compensation as described in Section 7.2 of this Agreement reflects the system-wide complement of staff as set forth in this Agreement Exhibit A (revised 4/1/2008). This staffing includes the number of full-time equivalents, the credentials and the distribution of staff among Facilities and Satellite Facilities as agreed to by MDOC and Wexford effective April 1, 2008.

ARTICLE III – ANCILLARY AND OTHER SERVICES is amended to read as follows:

3.11 Medical Records. Individual health care records will be initiated and maintained for every inmate regarding medical, dental or mental health services as a result of the inmate screening process or for services rendered following assignment to a Facility. Contractor shall establish an Electronic Health Record System (EHR) in coordination with the MDOC at each of three named MDOC facilities; MSP, CMCF and SMCI. MDOC reserves the right to cancel the establishment of an EHR system prior to implementation should it be determined that the proposed product does not meet the needs of MDOC.

3.11.8 The Electronic Health Record (EHR) shall be the GE Healthcare Technologies Centricity product. Commencement of design and implementation planning shall commence no later than April 1, 2008. Wexford shall be authorized to begin implementation July 1, 2008 with a targeted completion date of June 30, 2009. System shall include all software, hardware, implementation and training. At termination of contract the EHR system shall become the property of MDOC. Attached, as Exhibit H is the detail description and specifications of the Centricity EHR.

3.11.8.1.1 The EHR is based on the implementation of the system as specified in Exhibit H. Should the MDOC desire changes to the specifications ("Change Order"); Wexford shall submit those changes to GE Healthcare Technologies for a design and cost proposal. Upon receipt of the design and cost proposal from GE Healthcare Technologies, Wexford shall

review for accuracy and reasonableness. If the design and cost proposal is appropriate, Wexford shall submit to the MDOC for review and approval. Upon approval Wexford shall proceed with the "Change Order" and be reimbursed according to section 7.2.3.

ARTICLE VII – COMPENSATION is amended to read as follows:

7.2.1 MDOC will compensate Wexford for the services agreed to under this contract at a per diem rate of \$6.31 per inmate up to a Base ADP of 14,300 inmates commencing April 1, 2008. MDOC will compensate Wexford at a reduced per diem rate of \$2.77 per inmate for any difference in the actual ADP above the Base ADP. The per diem rate and the reduced per diem rate will increase by 4.5% each year on the anniversary date of July 1, for the remainder of the Agreement term and any renewal periods, if they are exercised. The Base ADP (guaranteed population floor) shall be 14,300 inmates.

7.2.3 Upon MDOC approval of the product, MDOC will compensate Wexford for the purchase, implementation and maintenance of the GE Health Technologies Centricity EHR system. Compensation shall commence after July 1, 2008, as follows:

- A monthly payment of \$17,916.67 for costs in the planning, purchasing, implementing and training of the EHR system. Payments shall be for one year only starting July 1, 2008 through June 30, 2009.
- An annual payment of approximately \$110,000 or as billed by GE Healthcare Technologies for annual maintenance of the Centricity EHR system. Wexford shall be reimbursed by MDOC the actual expense within 30 days of providing proof of payment to GE by Wexford.
- A monthly payment of \$12,424.77 for 36 months starting July 1, 2008 through June 30, 2011 for the purchase of Software, Hardware and GE installation fees.
- Should this agreement terminate prior to June 30, 2011, the MDOC shall pay Wexford all remaining payments from the date of termination through June 30, 2011 for a total EHR payment not to exceed \$651,188 plus annual maintenance fees.
- The cost for the EHR is based on the implementation of the system as specified in Exhibit H. Should the MDOC desire changes to the specifications ("Change Order"), Wexford shall obtain costs of those changes from GE Healthcare Technologies and submit to the MDOC for review and approval. Upon approval of the cost by MDOC, Wexford shall proceed with the "Change Order" and be reimbursed upon completion and documented payment of the "Change Order"

ALL OTHER ARTICLES AND PROVISIONS OF THE CONTRACT REMAIN THE SAME

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties hereto have caused their duly appointed representatives to set their hands and seals hereto as of the day and year first above written.

MISSISSIPPI DEPARTMENT OF CORRECTIONS:

BY: Christopher B. Egan

TITLE: Commissioner

Attest: _____

WEXFORD HEALTH SOURCES, INC.

BY: [Signature]

TITLE: _____

Attest: _____

REVIEWED BY
MDOC LEGAL COUNSEL
APR 18 2008
[Signature]
APPROVED FOR SIGNATURE
MDOC
APR 21 2008
COMMISSIONER'S
OFFICE