

**I. CONTRACT INFORMATION:**

Contract #: 10962

Amendment #: 4

Agency/Department: Agency of Human Services/Department of Corrections

Contractor Vendor No: 182150

Contractor: Prison Health Services, Inc

Contractor Address: 105 Westpark Drive, Suite 200, Brentwood, TN 37027

Starting Date: 1/29/2007 Ending Date: 1/31/2010

Summary of contract or amendment: 1 year extension and new rates

**II. FINANCIAL INFORMATION**

Maximum Payable:	\$41,750,028	Prior Maximum:	\$ 26,839,822	Prior Contract # (If Renewal):	
Current Amendment:	\$14,910,206	Cumulative amendments:	\$ 17,385,661	% Cumulative Change:	71.3%
Maximum # Units:		# Unit Change:		Prior # Units:	#
Rate:	\$	Prior Rate:	\$		

Source of Funds - Business Unit(s): 03520

General Fund: 100 % Federal Fund: % Other Fund: % Fund Code:   
 Dept. ID: 3480004070 Dept. ID: Dept. ID:

**III. SUITABILITY OF PERSONAL SERVICES CONTRACT**

- Yes  No Does this contractor meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If not, please indicate why this work is being arranged through a contract.
- Yes  No Is agency liable for income tax withholding or FICA?
- Yes  No Should contractor be paid on the state payroll?

**IV. PUBLIC COMPETITION**

The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses to compete for the work authorized by this contract. The agency has done this through:

- Standard bid or RFP  Simplified Bid  Sole Sourced  Qualification Based Selection

**V. TYPE OF CONTRACT**

- Personal Service  Construction  Architect/Engineer  Commodity  Privatization\*  Other

**VI. CONFLICT OF INTEREST**

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

- Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this contractor was selected for improper reasons: (if yes, explain)

**VII. PRIOR APPROVALS REQUIRED OR REQUESTED**

- Yes  No Contract must be approved by the Attorney General under 3 VSA §311(a)(10)
- Yes  No I request the Attorney General review this contract as to form  
 No, Already performed by in-house AAG or counsel: \_\_\_\_\_ (initial)
- Yes  No Contract must be approved by the CIO/Commissioner of DII; for IT hardware, software or services and Telecommunications over \$150,000
- Yes  No Contract must be approved by the CMO; for Marketing services over \$15,000
- Yes  No Contract must be approved by the Secretary of Administration

**VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

I have made reasonable inquiry as to the accuracy of the above information: *edg 1/21/09*

*1/20/09 Andre Calleb*  
 Date Agency / Department Head

Date Approval by Agency Secretary (if required)

*1/21/09 Marie J Salem*  
 Date Approval by Attorney General

Date \*Reviewed by DHR Comm. or DHR AAG

Date CIO Date CMO  
 (initial) (initial)

*1/28/09 Ronda P Mc...*  
 Date Secretary of Administration

JAN 21 2009

Attachment J – Performance Initiatives: Replace the current Attachment J with the following: The parties agree that the terms and conditions of Attachment J, including the initiatives and their respective measures, will be negotiated and added to this agreement as a Memo of Understanding (MOU). The maximum allowable bonus for Attachment J will be \$80,000 for the third (3<sup>rd</sup>) year of the contract. The MOU will be executed by February 1, 2009.

Except as modified by this above amendment, and any and all previous amendments to this contract, all provisions of this contract #10962 dated January 26, 2007 shall remain unchanged and in full force and effect.

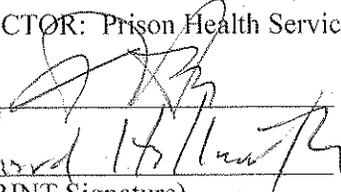
The effective date of this amendment is January 31, 2009.

APPROVED AS TO FORM

STATE OF VERMONT  
AGENCY OF HUMAN SERVICES  
DEPARTMENT OF CORRECTIONS

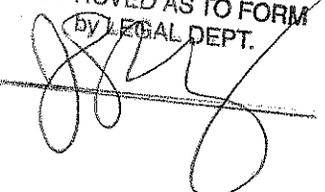
  
\_\_\_\_\_  
Andrew Pallito, Commissioner  
Date: 2/21/09

CONTRACTOR: Prison Health Services, Inc

Signed:   
\_\_\_\_\_  
(Please PRINT Signature)

Address: 105 Westpark Drive  
Brentwood, TN 37027

Date: 1/30/09

APPROVED AS TO FORM  
BY LEGAL DEPT.  


## AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and Prison Health Services, Inc of Brentwood, TN, (hereafter called "Contractor") that contract #10962 dated 1/26/2007 between said State and Contractor is hereby amended as follows:

To change Page 1, 3. Maximum Amount, from \$26,839,822 to \$41,750,028.

To change Page 1, 4. Contract Term, from end on 1/31/2009 to end on 1/31/2010.

Attachment A, Section IV, Q, d: To replace paragraph 3: Failure to provide DOC inmates with medications based on the above time-standards may result in a penalty of up to \$500 per occurrence. The amount of the assessed penalty will be determined as a result of discussion between the DOC Health Services Director and the PHS Medical Director and/or Regional Administrator. The decision would be based on the medication and issues involved in each situation. The Contractor shall self-report each instance of non-compliance.

Attachment A, Section IV, Q, e: To change paragraph 3, last sentence to: Failure by the Contractor to cover a shift will result in a penalty of \$600 for each uncovered shift or prorated portion thereof.

Attachment A, Section II, G: HEALTH IMPROVEMENT AND DISEASE PREVENTION : To replace existing paragraph 3 with: Contractor will provide inmate health education programs and act as a consultant for facility staff in the development of health education/promotion groups or classes. STI/HIV risk reduction activities shall be provided by Contractor at facilities to be determined and coordinated with other State agents and contractors at remaining facilities, as authorized by the DOC and the Vermont Department of Health.

Attachment A, Section V, D. Medical Records: To add sentence to paragraph 7: Contractor will report monthly to the DOC Director of Health Services the number of boxes of health records by facility of discharged inmates pending archiving.

Attachment B, 1) Base Compensation: To add the following for year 3. The State will pay the Contractor an annual base compensation (the "Base Compensation") in the amount of \$14,114,206 for the third year of the agreement which shall commence on February 1, 2009 and continue through January 31, 2010. The Base Compensation is comprised of the following: (i) the annual actual costs (defined in Attachment B) of providing health services which have been initially budgeted by the parties as \$12,671,410 (the Budgeted Costs) and (ii) an annual management fee of \$1,442,796 (the Management Fee). The Base compensation shall be paid in twelve (12) equal monthly installments of \$1,176,183.83.

Attachment B, 6) Compensation for Additional Services. To add 6a) In addition to the Base Compensation payable to Contractor, the State shall reimburse the Contractor separately for medications prescribed by the State's contractor of Mental Health Services for incarcerated offenders. Contractor shall invoice separately for the medications described in this paragraph. Contractor shall submit an invoice on the fifteenth (15<sup>th</sup>) day of the month for goods provided in the previous month and the State shall reimburse Contractor within thirty (30) days of receipt of invoice.

Attachment G – Staffing Matrix: To replace Staffing Matrix.

Attachment H – Staffing Coverage Standards: To replace Staffing Coverage Standards.

Attachment I – Independence, Liability, Hold Harmless Clause: To add to last paragraph, replace first sentence with: The parties agree to cooperate with each other in the investigation and handling of any potential claim, pending claim and/or lawsuits filed by inmate(s), and/or other person(s) and/or entity or entities in connection with the Contractor's performance of services under this contract.

## ATTACHMENT G Staffing Matrix

### A. Correctional Facilities Summary - Hours Per Week Per position

	CALEDONIA	CHITTENDEN	MV	NORTHERN	NORTHEAST	NORTHWEST	SOUTHEAST	SOUTHERN	REG OFFICE	TOTALS
Physicians	5	12	9	18	7	18	9	26	0	104
Physician Assistant / Nurse Practitioner	0	20	8	16	12	16	0	16	0	88
Registered Nurse	0	96	40	112	40	56	24	208	0	576
LPN	40	224	168	192	224	224	112	432	0	1616
Nurses Aide	0	80	0	24	0	56	56	168	0	384
Dentist	0	18	0	30	0	18	0	30	0	96
Dental Assistant	0	18	0	30	0	18	0	30	0	96
Dental Hygienist	0	0	0	0	0	0	0	0	0	0
Medical Secretary/ Administrative Assistant	0	0	0	0	0	0	0	80	0	40
Health Educator	0	0	0	0	0	0	0	0	40	40
Program Manager	0	40	30	40	40	40	24	40	0	254
Vermont Reg Med Director	0	0	0	0	0	0	0	0	35	35
District Manager									80	80
Regional Administrator									40	40
Regional Administrative Assistant									40	40
Contract Accounting Manager									40	40
PROG MANG/OOS									10	10
<b>Total Hours</b>	<b>45</b>	<b>508</b>	<b>255</b>	<b>462</b>	<b>323</b>	<b>446</b>	<b>225</b>	<b>1030</b>	<b>285</b>	<b>3579</b>

Caledonia, VT # 220

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk
RN	0	0	0	0	0				0
LPN	8	8	8	8	8				40
PA/NP	0	00	0	0	0	0	0	0	0
Sub-Contracted Physician								5	5
									0
<b>TOTAL HOURS-Day</b>									<b>45</b>
									0
									0
<b>TOTAL HOURS-Evening</b>									<b>0</b>
									0
									0
<b>TOTAL HOURS-Night</b>									<b>0</b>
<b>TOTAL HOURS per week</b>									<b>45</b>

\*TBS= To be scheduled

Chittenden, VT # 221

POSITION	Mo	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8	8	8	8	8				40	
Sub-contracted Physician								12	12	
PA/NP								20	20	
Dentist	6		6		6				18	
Dental Assistant	6		6		6				18	
RN	8	8	8	8	8				40	
LPN	16	16	16	16	16	16	16		112	
LNA	8	8	8	8	8	0	0		40	
									0	
									0	
									0	
<b>TOTAL HOURS-Day</b>										<b>300</b>
<b>EVENING SHIFT</b>										
RN / LPN	8	8	8	8	8	8	8		56	
LPN	8	8	8	8	8	8	8		56	
LNA	8	8	8	8	8	0	0		40	
									0	
									0	
<b>TOTAL HOURS-Evening</b>										<b>152</b>
<b>NIGHT SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
<b>TOTAL HOUR-Night</b>										<b>56</b>
<b>TOTAL HOURS per week</b>										<b>508</b>

\*TBS= To be scheduled

Marble Valley, VT # 223

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk
<b>DAY SHIFT</b>									
Program Manager	6	6	6	6	6				30
Sub-contracted Physician								9	9
PA/NP								8	8
RN	8	8	8	8	8				40
LPN	8	8	8	8	8	8	8		56
									0
									0
									0
<b>TOTAL HOURS-Day</b>									<b>143</b>
<b>EVENING SHIFT</b>									
LPN	8	8	8	8	8	8	8		56
									0
									0
<b>TOTAL HOURS-Evening</b>									<b>56</b>
<b>NIGHT SHIFT</b>									
LPN	8	8	8	8	8	8	8		56
									0
									0
<b>TOTAL HOURS-Night</b>									<b>56</b>
<b>TOTAL HOURS per week</b>									<b>255</b>

\*TBS= To be scheduled

Northeast Regional, VT # 224

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8	8	8	8	8				40	
Sub-contracted Physician								7	7	
PA/NP								12	12	
RN	8	8	8	8	8				40	
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
									0	
									0	
<b>TOTAL HOURS-Day</b>										<b>155</b>
<b>EVENING SHIFT</b>										
LPN	16	16	16	16	16	16	16		112	
									0	
									0	
<b>TOTAL HOURS-Evening</b>										<b>112</b>
<b>NIGHT SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
<b>TOTAL HOURS-Night</b>										<b>56</b>
<b>TOTAL HOURS per week</b>										<b>323</b>

\*TBS= To be scheduled

Northern State, VT #225

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8	8	8	8	8				40	
Sub-contracted Physician								18	18	
PA/NP								16	16	
Dentist	6	6	6	6	6				30	
Dental Assistant	6	6	6	6	6				30	
Administrative Assistant									0	
RN	8	8	8	8	8	8	8		56	
LPN	16	8	16	8	16	8	8		80	
LNA								24	24	
									0	
									0	
<b>TOTAL HOURS-Day</b>										<b>292</b>
<b>EVENING SHIFT</b>										
RN / LPN	8	8	8	8	8	8	8		56	
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
									0	
<b>TOTAL HOURS-Evening</b>										<b>112</b>
<b>NIGHT SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
<b>TOTAL HOURS-Night</b>										<b>56</b>
<b>TOTAL HOURS per week</b>										<b>462</b>

\*TBS= To be scheduled

Northwest State, VT #226

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8	8	8	8	8				40	
Sub-contracted Physician								18	18	
PA								16	16	
Dentist	6		6		6				18	
Dental Assistant	6		6		6				18	
RN	0	0	0	0	0				0	
LPN	16	16	16	16	16	16	16		112	
									0	
									0	
<b>TOTAL HOURS-Day</b>										<b>222</b>
<b>EVENING SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
RN	8	8	8	8	8	8	8		56	
									0	
<b>TOTAL HOURS-Evening</b>										<b>112</b>
<b>NIGHT SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
LNA	8	8	8	8	8	8	8		56	
									0	
<b>TOTAL HOURS-Night</b>										<b>112</b>
<b>TOTAL HOURS per week</b>										<b>446</b>

\*TBS= To be scheduled

Southeast State, VT #227

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8		8		8				24	
Medical Director								9	9	
PA/NP								0	0	
RN	8		8		8				24	
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
									0	
<b>TOTAL HOURS-Day</b>										<b>113</b>
<b>EVENING SHIFT</b>										
LPN	8	8	8	8	8	8	8		56	
									0	
									0	
<b>TOTAL HOURS-Evening</b>										<b>56</b>
<b>NIGHT SHIFT</b>										
LNA	8	8	8	8	8	8	8		56	
									0	
<b>TOTAL HOURS-Night</b>										<b>56</b>
<b>TOTAL HOURS per week</b>										<b>225</b>

\*TBS= To be scheduled

Southern State, VT #228

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Program Manager	8	8	8	8	8				40	
Sub-contracted Physician								26	26	
Sub-contracted Dentist								30	30	
PA/NP	8		0		8				16	
Dental Assistant	6	6	6	6	6				30	
Medical Records Clerk	16	16	16	16	16				80	
RN (manager) - see note 1	8	8	8	8	8				40	
RN/LPN - see note 1	8	8	8	8	8	8	8		56	
LPN	24	24	24	24	24	24	24		168	
Clinic Coordinator	8	8	8	8	8				40	
LNA	8	8	8	8	8	8	8		56	
<b>TOTAL HOURS-Day</b>										<b>582</b>
<b>EVENING SHIFT</b>										
RN /LPN - see note 1	8	8	8	8	8	8	8		56	
LPN	24	24	24	24	24	24	24		168	
LNA	8	8	8	8	8	8	8		56	
<b>TOTAL HOURS-Evening</b>										<b>280</b>
<b>NIGHT SHIFT</b>										
RN/LPN – see note 1	8	8	8	8	8	8	8		56	
LPN	8	8	8	8	8	8	8		56	
LNA	8	8	8	8	8	8	8		56	
<b>TOTAL HOURS-Night</b>										<b>168</b>
<b>TOTAL HOURS per week</b>										<b>1030</b>

\*TBS= To be scheduled

NOTE: 1) Southern State shall have a RN manager on site 8 hours per day Monday through Friday. In addition, the day or evening shift will maintain one RN 8 hours per day Sunday through Saturday for infirmity coverage. For any shift where a RN is listed, a RN shall be the preferred coverage but an LPN may be used by the Contractor without penalty if an RN is not available with the exception of the RN for infirmity coverage.  
 2) Southern State will continue to have RN on call coverage 24/7.

Vermont Regional Office #229

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TBS*	Hrs/ Wk	
<b>DAY SHIFT</b>										
Medical Director	7	7	7	7	7				35	
District Manager	16	16	16	16	16				80	
Regional Administrator	8	8	8	8	8				40	
Administrative Assistant	8	8	8	8	8				40	
Contract Accounting Manager	8	8	8	8	8				40	
Program Manager								10	10	
Health Educator								40	40	
<b>TOTAL HOURS-Day</b>										<b>285</b>
<b>EVENING SHIFT</b>										
									0	
									0	
									0	
<b>TOTAL HOURS-Evening</b>										<b>0</b>
<b>NIGHT SHIFT</b>										
									0	
									0	
<b>TOTAL HOURS-Night</b>										<b>0</b>
<b>TOTAL HOURS per week</b>										<b>285</b>

\*TBS= To be scheduled

**TOTAL VERMONT DOC**

**3579**

# Staffing Coverage Standards

# ATTACHMENT H

Shift	Caledonia		Chittenden		Marble Valley		Northern State		Northeast Regional		Northwest State		Southeast State		Southern State	
	Title	Hours/W week	Title	Hours/ Week	Title	Hours/ Week	Title	Hours/ Week	Title	Hours/ Week	Title	Hours/ Week	Title	Hours/ Week	Title	Hours/ Week
Day	PA	0	PA/NP	20	PA/NP	8	PA/NP	16	PA/ NP	12	PA/NP	16	PA/NP	0	PA/NP	16
	RN	0	RN	40	RN	40	RN	56	RN	40	RN	0	RN	24	RN - manager	40
															RN/LPN -Infirm	56
	LPN	40	LPN	112	LPN	56	LPN	80	LPN	56	LPN	112	LPN	56	LPN	168
			LNA	40			LNA	24							LNA	56
															Clin Coor	40
Evening			RN	56			RN	56			RN	56			RN	0
															RN/LPN- Infirm	56
			LPN	56	LPN	56	LPN	56	LPN	112	LPN	56	LPN	56	LPN	168
			LNA	40											LNA	56
Night															RN	0
															RN/LPN- Infirm	56
			LPN	56	LPN	56	LPN	56	LPN	56	LPN	56	LNA	56	LPN	56
											LNA	56			LNA	56

The intent of Attachment H is to provide a summary of staffing minimums required to avoid possible penalty under Attachment A, Chapter 5, section Q. Contractor will be in compliance with this Attachment H (for all facilities except Southern in the infirmary) if only one (1) of two (2) scheduled individuals is present for the shift. With the exception of Southern State, for those shifts listing an RN position, an RN shall be the preferred coverage, but an LPN may be used by the Contractor without penalty if an RN is not available. See the Southern State matrix for notes on the required staffing for RN manager, the RN for the infirmary and the use of LPN's to replace RN's. Should contractor be unable to fill all positions as scheduled in this Attachment H, a performance penalty may be incurred in accordance with the provisions of Attachment A, Chapter 5, Section Q.

At Northwest State, if an infirmary bed is necessitated, Contractor must have coverage per DOC/NCCHC requirements.