

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Corrections (hereafter called "State"), and Corrections Corporation of America with a principal place of business in Nashville, TN (hereafter called "Contractor"). The Contractor's form of business organization is a private company that manages prisons. The Contractor's local address is N/A. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of inmate housing. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ 24,967,857.35.
4. **Contract Term.** The period of Contractor's performance shall begin on July 1, 2011 and end on June 30, 2013.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.  
  
Approval by the Attorney General's Office **is** required.  
  
Approval by the Secretary of Administration **is** required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** This contract may be cancelled by either party by giving written notice in accordance with Attachment G section 3 Termination.
8. **Attachments.** This contract consists of 46 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Contract provisions

Attachment D - Modifications of Insurance

Attachment E - Business Associate Agreement

Attachment F - Customary Contract Provisions of the Agency of Human Services

Attachment G – Inmate Housing Agreement

Exhibit A – Staffing Guidelines for each Facility

Exhibit B – Suicide Management/Crisis Intervention

The order of precedence of documents shall be as follows:

- 1). This document
- 2). Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment G
- 6). Attachment B
- 7). Attachment E
- 8). Attachment F
- 9). Other Attachments

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

Date: 6/27/11

Signature: [Handwritten Signature]

Name: Andrew Pallito

Title: Commissioner

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

BY THE CONTRACTOR:

Date: 6/24/11

Signature: [Handwritten Signature]

Name: Natasha K. Metcalf

Title: Vice President Partnership Development

Phone: 615/263-3290  
e-mail: Natasha.Metcalf@cca.com  
Alternative Contact: (if any)

**ATTACHMENT A  
SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor will provide the following services for the State:

Contractor will provide services as outlined in Attachment G.

**ATTACHMENT B  
CONTRACT FOR SERVICES  
PAYMENT PROVISIONS**

1. Contractor agrees to invoice the State for services on a monthly basis. The contractor agrees to render an invoice to the State by fifteen (15) days following the last day of the month in which the service was provided. The State will not be liable for payments for any service invoiced after the 15-day limit.
2. The State's payment terms for Contractor invoice(s) are net-30.

Payment shall be made within 30 days of a correct invoice.  
See also Attachment G, section 22

3. In consideration of the services to be provided by Contractor, the State agrees to pay Contractor as follows:  
Per Attachment G, section 22. The per bed cost per day is as follows:

	Lee Adjustment Center	Florence Correctional Center
Year One:	\$61.72	\$68.00
Year Two:	\$63.57	\$70.04
Year Three:	\$65.47	\$72.14
Year Four:	\$67.43	\$74.30

And other reimbursement expenses per Attachment G, Section 6, Section 26 (m,o,q,x,y), and Section 31.

Additionally, it is hereby agreed and understood that this contract has no minimum amount. The Contractors' services will be required on an "as needed" basis.

4. Contractor shall submit all invoices to:

Richard Byrne, Contract Manager  
Vermont Department of Corrections  
103 South Main Street  
Waterbury, VT 05671-1001

ATTACHMENT C  
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **Entire Agreement.** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

**Workers Compensation:** With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

**General Liability and Property Damage:** With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability  
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Automotive Liability:** The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than:  
\$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

**Professional Liability:** Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$ 5,000,000.00 per occurrence, and \$ 10,000,000.00 aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends \$500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

A Subrecipient is exempt if the Party expends less than \$500,000 in total federal assistance in one year.

The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: <http://finance.vermont.gov/forms>

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also

ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

**12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**13. Taxes Due to the State:**

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

**16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.

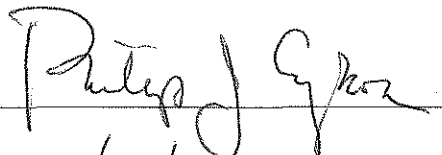
**18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

**ATTACHMENT D**  
**MODIFICATION OF CUSTOMARY PROVISIONS**  
**OF**  
**ATTACHMENT C OR ATTACHMENT F**

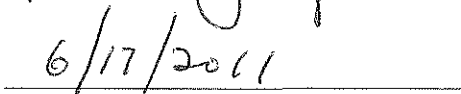
1. The insurance requirements contained in Attachment C, Section 7 are hereby modified: Attachment C, Page 5, Section 7 Worker's Compensation changed From: "...Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont." To: "...the Party shall carry workers' compensation insurance in accordance with the laws of states where services are provided."
  
2. Requirements of Sections in Attachment F are hereby modified: Attachment F, Page 15, Section 10, Add Paragraph: "*The Contractor's proprietary corporate information, including, but not limited to, its forms, systems, software and processes developed in the regular course of Contractor's business and data, technical information and materials that pertain to another customer/partner, another facility, or another inmate population shall remain the property of the Contractor and is not the property of the State of Vermont.*"
  
3. Reasons for Modifications: The language requires contractor to comply with workers' compensation laws in the relevant states, if they have workers in Vermont, they must comply with Vermont Law.
  
4. Change to Attachment F requested by Contractor's legal staff and approved by AAG, Phillip Cykon.

Approval:

Assistant Attorney General:



Date:





ATTACHMENT E  
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services operating by and through its Department of Corrections (“Covered Entity”) and Corrections Corporation of America (“Business Associate”) as of 7/1/11 (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including the Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (“Privacy Rule”) and the Security Standards at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by subtitle D of the Health Information Technology for Economic and Clinical Health Act.

The parties agree as follows:

1. **Definitions.** All capitalized terms in this Agreement have the meanings identified in this Agreement, 45 CFR Part 160, or 45 CFR Part 164.

The term “Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR 160.103 under the definition of Business Associate.

The term “Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

The term “Breach” means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under the HIPAA Privacy Rule, 45 CFR part 164, subpart E, which compromises the security or privacy of the PHI. “Compromises the security or privacy of the PHI” means poses a significant risk of financial, reputational or other harm to the individual.

2. **Permitted and Required Uses/Disclosures of PHI.**

2.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying contract with Covered Entity. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

2.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents (including subcontractors) in accordance with Sections 8 and 16 or (b) as otherwise permitted by Section 3.

3. **Business Activities.** Business Associate may use PHI received in its capacity as a “Business Associate” to Covered Entity if necessary for Business Associate’s proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as “Business Associate” to Covered Entity for Business Associate’s proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if (a) Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies Business Associate, within three business days (who in turn will notify Covered Entity within three business days after receiving notice of a Breach as specified in Section 5.1), in writing of any Breach of Unsecured PHI

of which it is aware. Uses and disclosures of PHI for the purposes identified in this Section must be of the minimum amount of PHI necessary to accomplish such purposes.

4. **Safeguards.** Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.
5. **Documenting and Reporting Breaches.**
  - 5.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI as soon as it (or any of its employees or agents) become aware of any such Breach, and in no case later than three (3) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
  - 5.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it.
  - 5.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce does not pose a significant risk of harm to the affected individuals, it shall document its assessment of risk. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low risk of harm. When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity.
6. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity.
7. **Providing Notice of Breaches.**
  - 7.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR §164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.
  - 7.2 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
  - 7.3 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

- 7.4 Business Associate shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR §164.406.
8. **Agreements by Third Parties.** Business Associate shall ensure that any agent (including a subcontractor) to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity agrees in a written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. For example, the written contract must include those restrictions and conditions set forth in Section 14. Business Associate must enter into the written agreement before any use or disclosure of PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of PHI to any agent without the prior written consent of Covered Entity.
9. **Access to PHI.** Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
10. **Amendment of PHI.** Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
11. **Accounting of Disclosures.** Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
12. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity upon Covered Entity's request in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.
13. **Termination.**
- 13.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 17.7.
- 13.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate this Contract without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate this Contract without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered

Entity at law, in equity, or under this Contract, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

**14. Return/Destruction of PHI.**

14.1 Business Associate in connection with the expiration or termination of this Contract shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this Contract that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

14.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI.

**15. Penalties and Training.** Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

**16. Security Rule Obligations.** The following provisions of this Section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

16.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

16.2 Business Associate shall ensure that any agent (including a subcontractor) to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any agent without the prior written consent of Covered Entity.

16.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an agent, including a subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than three (3) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

16.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

**17. Miscellaneous.**

- 17.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.
- 17.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 17.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 17.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule) in construing the meaning and effect of this Agreement.
- 17.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 17.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity under this Contract even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.
- 17.7 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F  
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at [www.vermont211.org](http://www.vermont211.org)
3. **Medicaid Program Contractors:**

**Inspection of Records:** Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

  - Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and
  - Inspect and audit any financial records of such Contractor or subcontractor.

**Subcontracting for Medicaid Services:** Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

**Medicaid Notification of Termination Requirements:** Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

**Encounter Data:** Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

**Federal Medicaid System Security Requirements Compliance:** All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 V.S.A. §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.
10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
  2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.



**ATTACHMENT "G"  
INMATE HOUSING AGREEMENT**

THIS AGREEMENT is made and entered into by and between the VERMONT DEPARTMENT OF CORRECTIONS, hereinafter referred to as the "VTDOC" or "State" and CORRECTIONS CORPORATION OF AMERICA, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor has prison beds available and is willing to contract for the confinement of VTDOC inmates; and

**WHEREAS**, VTDOC is empowered and authorized to enter into contracts and agreements with other legal entities; and

**WHEREAS**, the Contractor has legal authority to enter into an agreement with VTDOC;

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

(a) Facilities

Except as otherwise provide herein, the following Contractor Facilities will be utilized in the housing of the VTDOC inmates: Lee Adjustment Center and the Florence Correctional Center. It is the intent of the parties that the VTDOC inmates shall be consolidated into Lee Adjustment Center to the extent allowed given the custody and specific housing needs of the population. Vermont inmates will be housed together in all facilities and, to the extent allowed by facility design and facility inmate populations, kept separate from other populations. Provided however, due to the configuration of the Lee Adjustment Center, VTDOC inmates housed at the Lee Adjustment Center may be housed with other inmates of the same classification.

It is the intent that the Florence Correctional Center will be used for the higher custody inmates that may not be at the Lee Adjustment Center. Contractor has determined that there is a 40 bed unit available at Florence Correctional Center in order to house the inmates in a general population setting, giving the Vermont general population inmates the opportunity to participate in GED or vocational training classes, unless behaviors require the use of a segregation setting. Provided however, the Contractor shall only be obligated to make the 40 man pod available for so long as VTDOC uses at least 95% of the beds in the pod. Inmates transferred from the 40 bed unit to a segregation setting shall count towards the 95%. In the event that the VTDOC population falls below 95% of the 40 man pod, the Contractor shall work with VTDOC to identify an alternate housing location that suits the population need at that time.

Lee Adjustment Center and the Florence Correctional Center are accredited by the American Correctional Association (ACA) and shall maintain such accreditation throughout the term of this Agreement. Lee Adjustment Center is accredited by the National Commission on Correctional Health Care (NCCHC) and shall maintain such accreditation throughout the term of this Agreement. The Florence Correctional Center shall obtain and/or be actively working towards NCCHC accreditation within one year of signing this Agreement and shall maintain accreditation throughout the term of this Agreement once it is obtained.

VTDOC shall retain priority for the use of beds at the Lee Adjustment Center and shall not be involuntarily relocated so long as VTDOC uses at least 380 beds (95% of the 400) on a continual basis. At any time the parties may mutually agree to utilize other facilities at the same per diem rate or to house additional inmates. Prior to any other facility being used for the housing of VTDOC inmates, an on site visit by VTDOC officials must occur.

The Contractor shall provide the inmates with care and treatment, furnishing subsistence and all necessary routine medical care; providing for their physical needs; making programs of training and treatment consistent with the inmates' needs available; retaining the inmates in safe, supervised custody; maintaining proper discipline and control; making certain that sentences and orders of the committing court in the State of Vermont are faithfully executed; providing the same access to the law library and rehabilitation programs as any other inmate housed by the Facility to the extent appropriate for their custody level and in consultation with VTDOC; and otherwise complying with applicable laws.

(b) General Duties

The Contractor shall maintain staffing levels at the Facility in accordance with ACA standards and in sufficient numbers and rank to maintain the safety of the public, staff and offenders and to adequately carry out the provisions of this Agreement. The Contractor shall provide VTDOC with staffing guidelines for each facility where VTDOC inmates are housed prior to execution of this Agreement. Said staffing guidelines are attached hereto as **Exhibit A**. In the event of any change to the staffing guidelines for the staff assigned to the particular VTDOC housing units during the term of the Agreement, such revised guidelines shall be discussed with the VTDOC Contract Manager and upon agreement shall be provided to VTDOC. Subject to the provisions of this Agreement, the Contractor shall provide VTDOC inmates care and treatment, including the furnishing of acute, chronic and emergency medical care consistent with the requirements of ACA standards, NCCHC standards, and constitutionally appropriate guidelines, provide for their physical and mental health needs, make available work, education, training and treatment programs, retain them in safe, supervised custody, maintain proper discipline and control, make certain that any applicable court orders are complied with, provide reasonable access to the courts, and otherwise comply with all applicable law. The Contractor will provide reports to the VTDOC Contract Manager on the adjustment of VTDOC inmates consistent with VTDOC reviews. Contractor shall provide management of VTDOC inmates including classification, disciplinary activity, programming and other inmate activity.

The Contractor shall provide for inmate rights in accordance with ACA Fourth Edition Standards. The Contractor shall provide to each inmate upon arrival an Inmate Handbook (orientation guide) that includes, but is not limited to, the following information on: rules and procedures, penalties and offenses, disciplinary procedures, access to courts, law library and attorneys, mail, visiting, telephone, grievances, PREA information, indigent criteria and procedures, medical care, religious programs available, educational programs available, work assignments, and pay scale. A verbal orientation shall also be provided upon arrival. This Inmate Handbook should be updated annually.

2. DURATION

This Agreement shall be in full force and effect from July 1, 2011 until June 30, 2013, unless terminated by notice from either party in accordance with Section 3 of this Agreement. The Agreement may be renewable for one additional two-year period upon mutual agreement of the parties.

3. TERMINATION

This agreement may be unilaterally terminated, with or without cause, by thirty (30) days written notice by VTDOC or one hundred eighty (180) days notice by Contractor, mailed to the other party by registered U.S. mail, return receipt requested. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this Agreement.

4. RIGHT OF INSPECTION

VTDOC shall have the right to inspect, unhindered, at all times any Facility housing VTDOC inmates as needed to monitor Contractor's operational compliance with the Agreement. VTDOC shall have the right to inspect or otherwise evaluate the work performed or being performed under this contract. Access to documents shall be limited to those records required for such evaluation purposes and VTDOC's defense of claims and/or lawsuits.

5. INMATE INFORMATION

Separate information packets shall be provided electronically by VTDOC for each inmate to be transferred to the Contractor no later than the date of the inmate's arrival at the Contractor's Facility. Said packets shall consist of at least the following: information and necessary documents relating to the case history including disciplinary and classification records and any Security Threat Group (STG) related documents; physical and clinical records; identification of persons known to pose a security threat to the inmate; judicial and administrative rulings and orders relating or pertinent to the inmate and the sentences pursuant to which confinement is to be had or to continue; identification data, photographs, and fingerprints.

6. TRANSPORTATION OF INMATES

Except as otherwise indicated, transportation of an offender for purposes of litigation arising as a result of the Contractor's acts and/or omissions in the performance of this contract shall be at Contractor's expense.

At no expense to VTDOC, Contractor shall provide one (1) thirty-man round trip transport every three weeks between Vermont and the Lee Adjustment Center for the purpose of transporting inmates. Contractor shall provide one (1) thirty-man round trip transport quarterly between Vermont and the Florence Correctional Center for the purpose of transporting inmates. Provided however, in the event that more frequent transports between Vermont and Florence are necessary, VTDOC and Contractor may mutually agree to add additional transports between, but in no event shall these transports occur on a greater than monthly basis.

Additional transportation needed for the return of the offender to the physical custody of VTDOC shall be at VTDOC's expense.

Additional transportation needed for the movement of the inmates between CCA Facilities shall be at Contractor's expense.

7. TRANSFER OF INMATE FUNDS/PERSONAL PROPERTY

(a) Transfers from Vermont to a CCA Facility

Personal funds due transferred inmates shall be provided by VTDOC at the time of transfer to be credited to the account of the transferred inmate by the Contractor.

The Contractor shall work with VTDOC on the collection of debt that may be owed by Vermont Inmates in the Contractor's custody. VTDOC shall provide Contractor on a monthly basis a list of the current inmate debt accounts. Monies collected from inmate accounts via Contractor shall be submitted to VTDOC Central Business Office on a monthly basis.

VTDOC inmates shall be allowed to possess personal property as outlined in the Contractor's policies for each Facility at which VTDOC inmates are housed. Contractor shall provide the VTDOC allowable property lists prior to the implementation of this agreement.

Subject to the Contractor's limitations on the amount of personal property that may be transferred to the facility with each inmate, the Contractor will be responsible for the cost of transferring inmate personal property to the facility.

VTDOC will package and inventory the personal property of each inmate prior to transferring the inmate to the Facility. VTDOC shall screen the inmates' property for dangerous contraband such as weapons, non-prescribed drugs, tobacco, or cell phones. The Contractor shall not be responsible for inmate property damaged in transit, if said damage is related to improper packaging.

(b) Transfers from a CCA Facility to Vermont

Upon return of the inmate to VTDOC, the Contractor shall provide the funds in the amount due the inmate at the time of return. On the day of the return the funds shall be sent to the Lock Box along with a list of the inmates being transferred, their dates of birth and the amount owed to each. For every day after the transfer day that the funds are not transferred to the VTDOC, the Contractor may be penalized \$100.00.

VTDOC shall provide Contractor with allowable personal property lists for Vermont Facilities. Only that property on the lists will be accepted. Contractor will be responsible for the cost of transferring inmate personal property to Vermont. Contractor shall be liable for property damaged due to improper packaging by Contractor upon inmate's transfer out of the Facility.

Contractor shall screen all inmates' property for dangerous contraband such as weapons, non-prescribed drugs, tobacco, or cell phones. For every violation the contractor may be penalized \$100.00.

(c) Commissary and Telephone Profits

The Contractor shall retain all commissary and telephone profits.

8. POLICY AND PROCEDURES

Contractor shall provide VTDOC with a complete set of Policy and Procedures that govern the operations of the Facilities housing Vermont Inmates. Contractor shall provide VTDOC allowable property lists for each living unit as well as for each inmate status that are governed by their policy or procedures. Any time there is a change in the Policy or Procedures, the Contractor shall discuss the change with VTDOC thirty (30) days prior to the change being implemented. When failing to notify / consult with VTDOC prior to implementation the Contractor may be penalized \$100.00.

9. CLOTHING, LINEN AND LAUNDRY

The Contractor will be responsible for laundry, repair, and replacement of inmate clothing during the VTDOC inmates incarceration at the Facility to ensure clean clothes and bedding on a weekly basis. Upon admission, a minimum of three (3) sets of clean Facility uniforms and three (3) sets of undergarments and socks, clean bedding (to include sheets, blanket(s), pillow and pillow case and mattress), climate appropriate outer wear (jackets, etc.) and deck shoes or other appropriate footwear shall be provided VTDOC inmates, if needed. In addition, inmates shall receive footwear appropriate to their work assignment. Tennis shoes shall be made available for purchase in the commissary. Contractor shall provide laundry services to the inmate at no charge to the inmate in accordance with established Contractor policies.

10. INMATE WORK TRAINING AND EDUCATION

(a) VTDOC inmates may be employed by the Contractor for work to be performed for the benefit of the Facility such as: maintenance, clerical, janitorial, kitchen and laundry. The parties agree that the wage rate for these jobs shall be the wages in place at the Facility as dictated by standards governing the Facility, including but not limited to applicable statutes, but in no event shall be lower than the wages paid for the same work to inmates at the Facility from other jurisdictions. It is understood and agreed that this provision does not create an employer/employee relationship subject to the Federal Fair Labor Standards Act; and that such work is performed as part of the custodial arrangement. The Contractor shall include in its monthly reports to the Contract Manager information regarding the job, pay rate and number of hours worked for each VTDOC inmate.

(b) Inmates from VTDOC will be afforded the opportunity to participate in programs of occupational training or work on the same basis as any other inmate housed by the Contractor and as appropriate to the inmate's custody level. Vocational programming at the Lee Adjustment Center will include, but is not limited to, Standardized Craft Training and Non-construction Industries Training. Compensation in connection with any such participation (whether as payment, incentive, or for any other therapeutic or rehabilitative reasons) shall be paid by the Contractor to inmates of VTDOC as set forth in 10. (a) above. Any such inmates of VTDOC shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. However, nothing contained herein shall be construed to permit or require any inmate of VTDOC to participate in any training, industrial, or other work program contrary to the laws of the State of Vermont. Inmates from VTDOC shall not be eligible for furloughs, participation in the work release program, or be employed in work programs outside the secured perimeter of the Facility.

11. RECREATION

The Contractor shall provide VTDOC inmates with equipment and supplies for indoor or outdoor recreation and leisure time activities equal to that provided to other jurisdictions but not less than one and one-half (1½) hours each day, seven days each week except in circumstances that do not permit the Contractor to provide such, including, but not limited to, inmates who are in segregation, during lockdowns and during inclement weather. Contractor shall maintain logs to reflect the times that recreation is offered and the numbers of inmates utilizing the recreation being offered.

12. RELIGION

Contractor shall provide facilities for religious programs in accordance with ACA standards.

13. MEALS.

The Contractor shall provide VTDOC inmates with a nutritionally balanced, varied diet of adequate portions of food pursuant to standards established by the American Corrections Association. All menus will be approved by a registered dietician or nutritionist and all meals will be prepared in compliance with the approved menus. The Contractor shall provide special meals which meet medical or religious requirements of applicable VTDOC inmates. Special medical meals must meet the nutritional requirements as prescribed by a medical doctor.

14. VISITS

The Contractor shall provide VTDOC inmates with the opportunity to participate in visiting privileges from family members and friends for the purpose of maintaining family and social relationships, and to facilitate the inmate's re-entry to the community.

Visiting privileges shall be based on the same schedule and procedures afforded to other inmates housed by the Contractor and as appropriate to the inmate's custody level except that:

- (a) Any person banned from visiting an inmate in Vermont shall also be banned from visiting at the Contractor's facility. VDOC shall furnish current documentation of persons who are banned from visiting VTDOC inmates who are housed at the Contractor's facility.
- (b) Contractor shall establish procedures to provide for contact visits between a Vermont inmate and any minor child for which he has custody or parental control.
- (c) Contractor will maintain the equipment at the Contractor's facility that would allow for visits using secure IP Compatible video equipment connected to a high speed internet line that will allow an inmate's family to have video contact with the inmate. This needs to be done at no additional cost to the inmate or the family. VTDOC shall be responsible for the cost of the equipment and system in Vermont.

15. RESTRICTIVE HOUSING

- (a) Discipline
  - i) Inmates from VTDOC shall be subject to the policies and procedures as well as the rules and regulations of the Contractor. The Contractor shall have physical control and the power to exercise disciplinary authority over all inmates from VTDOC provided: (1)

the disciplinary action is reasonable and proportionate in relation to the violation; (2) the action taken is impartial and nondiscriminatory; (3) the action is neither arbitrary nor retaliatory; (4) the discipline is not physically abusive; and (5) accurate, detailed reports of formal disciplinary actions against VTDOC inmates are provided to the Contract Manager within seventy-two (72) hours of the date the action is finalized or the punishment is administered; for every day after the 72-hour notification related to a serious conduct infraction is not made, the Contractor may be penalized \$100.00.

- ii) Inmates who have violated the Contractor's rules and regulations will be subject to the same disciplinary rules and regulations as any other inmate housed by the Facility. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws applicable to the State of Vermont. This shall include a prohibition against the placement of any Vermont inmate on disciplinary segregation for more than thirty (30) consecutive days.

(b) Protective Custody

- i) Inmates from VTDOC who need separation from the general population at their request or requiring protection from other inmates for reasons of health or safety shall be placed in protective custody. The Contractor shall have physical control and the power to exercise protective custody authority over all inmates from VTDOC provided: (1) there is a written request from an inmate for protection or the Contractor can demonstrate a risk to the inmate; (2) an investigation is performed in order to validate this status; (3) periodic reviews occur to assess the continued need for protection; (4) decisions to support protective custody are documented; and (5) accurate, detailed reports and formal written decisions involving VTDOC inmates are provided to the Contract Manager within seventy-two (72) hours of the date the action is finalized; for every day after the 72-hour notification related to a protective custody inmate is not made, the Contractor may be penalized \$100.00. Protective custody is not a punitive measure and is used only when no reasonable, safe alternative is available.
- ii) VTDOC inmates on Protective Custody will be housed in the least restrictive environment possible. Provided however, unless the number of inmates on Protective Custody is sufficient to occupy at least 95% of a housing unit, such inmates may be housed in segregation until such times as a sufficient number of Protective Custody inmates exists to fill 95% of a housing unit.

(c) Administrative Segregation

- i) Inmates from VTDOC who need separation from the general population when the continued presence of the inmate in the general population would pose a serious threat to life, property, self, staff, or other inmates or to the security or orderly running of the institution shall be placed in administrative segregation. The Contractor shall have physical control and the power to exercise administrative segregation authority over all inmates from VTDOC provided: (1) the Contractor can demonstrate that the inmate poses a threat; (2) an investigation is performed in order to validate this status; (3) decisions to support segregation are documented; (4) periodic reviews occur to assess the continued need for segregation; and (5) accurate, detailed reports and formal written decisions involving VTDOC inmates are provided to the Contract Manager within seventy-two (72) hours of the date the action is finalized; for every day after the 72-hour

notification related to an inmate on Administrative Segregation status is not made, the Contractor may be penalized \$100.00.

- ii) If an inmate appeals their placement on Administrative Segregation to the Warden or higher authority, a copy will be sent to the VTDOC Contract Manager for any relative input.
- (d) In the areas of Restrictive Housing, such as Disciplinary Segregation, Administrative Segregation, and Protective Custody Contractor shall adhere to the following VTDOC Policy and Directives at the Lee Adjustment Center:
  - (i) 410 – Due Process
  - (ii) 410.01 – Facility Rules and Inmate Discipline
  - (iii) 410.03 – Placement on Administrative Segregation
  - (iv) 410.05 – Protective Custody
  - (v) 410.06 – Restrictive Housing Status, Conditions of Confinement

Waiver – 410.06 part 7c – (Daily visits are required by a health care professional not a qualified mental health professional) (Follow attachment 2 of the Directive)

## 16. GRIEVANCES

Inmates from VTDOC will be afforded access to reasonable, impartial and non-discriminatory grievance and misconduct procedures in compliance with the applicable ACA standards, including a final level of appeal to VTDOC. Inmate grievances will be answered within fifteen (15) days of receipt; provided the Contractor may extend this deadline by up to 15 additional days if staff or inmates required to investigate the grievance are not available or in the event there are other extenuating circumstances.

- (a) VTDOC is responsible to respond to grievances and appeals on matters occurring during the inmate's incarceration prior to and up to the actual transfer of the inmate to the Facility including such issues as: reasons for the transfer; transfer of personal property until custody is relinquished to the Facility; uses of force to require transfer; trust fund; oversight of contract compliance.
- (b) The Contractor is responsible to respond to grievances and appeals on matters occurring during the inmate's incarceration in the Facility except sentence administration issues and classification to lower or higher security status. A copy of all formal & informal grievances will be provided to the VTDOC within 24 hours of being answered and failure to do so may result in a \$100.00 penalty for every 24 hour period they are not provided.
- (c) If an inmate appeals a grievance to the Warden or higher authority, a copy will be sent to the VTDOC Contract Manager for any relative input in the resolution. Failing to include the Contract Manager on appeals may result in a \$100.00 penalty for each occurrence.
- (d) Inmate grievances are reviewed to identify potential areas of concern and to determine if problematic patterns exist. Inmate grievances will be documented in a log to assist in monitoring compliance with policy and procedure related to inmate grievances and to summarize those areas which are frequently the topic of inmate dissatisfaction. A narrative review of grievances along with the Contractor's reasoning for them must be included in the monthly report.



(e) Unless otherwise extended according to Contractor policy, all inmate grievances will be responded to within fifteen days of receipt and included in the monthly reporting. For every day after the deadline an inmate grievance goes unanswered, the Contractor may be penalized \$100.00.

17. NOTIFICATION OF INMATE INCIDENTS, EMERGENCIES, ESCAPES AND DISCIPLINE

The CONTRACTOR will notify the VTDOC, according to the contact list provided by VTDOC, as soon as reasonably possible, but no later than two hours after the start of the incident, by telephone or e-mail for any incident listed below which involves a VTDOC inmate:

- (a) Inmate escape;
- (b) Use of deadly force;
- (c) Use of force in which there is an injury to a VTDOC inmate requiring medical treatment;
- (d) Use of force in which mechanical restraining devices are used for other than temporary control;
- (e) Alleged or known assault, including sexual assault, by an employee, inmate, or civilian;
- (f) Disturbance involving three or more inmates which is not brought under control within 15 minutes;
- (g) Death of an inmate;
- (h) Property destruction rendering a living unit or support service area unusable;
- (i) Hostage situation;
- (j) Use of chemical agents including hand-held OC units;
- (k) Suicide attempt;
- (l) Transport to a hospital;
- (m) PREA incidents.

For every hour after the 2-hour notification is not reported to the VTDOC, the Contractor may be penalized \$100.00. Provided however, in no event shall the penalty exceed \$1,000.00.

The initial phone contact will be followed up by an electronic copy of the facility's 5-1A report within 72 hours of the incident.

For every hour after the 72 hour that the 5-1A report is not received the Contractor may be penalized \$100.00. Provided however, in no event shall the penalty exceed \$1,000.00.

18. HEARINGS

CONTRACTOR shall provide adequate on-site facilities for any court ordered hearings, status conference, deposition or other legal proceedings, and parole hearings ordered and conducted by the state or federal courts in which a VTDOC inmate may be made available by telephone or secure video conferencing. Such facilities shall include a private room, a writing table, and a chair for each participant and teleconferencing equipment.

19. CUSTODY CLASSIFICATION

Inmates placed pursuant to this agreement shall be of a custody classification that is consistent with the policies and procedures of the Contractor and the rules and regulations of the state of incarceration.

Inmates placed pursuant to this agreement shall not be reduced in custody classification unless agreed to in advance and in writing by VTDOC. However, the Contractor reserves the right to increase the custody classification of inmates in a manner consistent with its policies and procedures and shall notify VTDOC within seventy-two (72) hours of such action.

20. RETAKEING OF INMATES

(a) The Contractor will surrender any VTDOC inmate to the proper officials of VTDOC upon demand made to the Contractor and presentation of official written authority to receive said inmate.

(b) In the event that VTDOC sends an inmate to the facilities who, in the opinion of the Contractor, is unsuitable for housing at the facility due to classification, medical, mental health or other reasons, after consultation with VTDOC and the Facility Warden VTDOC shall retake such inmate on the next available transport.

21. PHOTOGRAPHING AND PUBLICITY

Institutional or other officials of the Contractor shall not be authorized to release publicity concerning inmates from Vermont. Contractor shall not release personal histories or photographs of such inmates or information concerning their arrivals or departures or permit reporters or photographers to interview or photograph such inmates without the express written permission of VTDOC and of the inmate. The Contractor may photograph inmates from Vermont as means of identification for official use only; however, photographs of an inmate may be disseminated to appropriate law enforcement officials and to the press in the event of any escape from an institution by such inmate.

All requests for media interviews with VTDOC inmates must be approved in advance by the VTDOC Contract Manager.

22. COST AND REIMBURSEMENT

Except as otherwise provided herein, the entire cost to VTDOC for housing inmates transferred by VTDOC under the terms of this Agreement shall be fixed at the \$61.72 per inmate per day for Lee Adjustment Center and \$68.00 for Florence Correctional Center for the first year of this contract. On July 1 of 2012 and every subsequent July 1 in which this Agreement or any renewal term is in effect, the then current rates shall increase by three percent (3.0%). The rates for the four year term shall be as follows:

	Lee Adjustment Center	Florence Correctional Center
Year One:	\$61.72	\$68.00
Year Two:	\$63.57	\$70.04
Year Three:	\$65.47	\$72.14
Year Four:	\$67.43	\$74.30

VTDOC shall be billed monthly by the Contractor. VTDOC shall pay the Contractor for the day the Contractor takes custody of an inmate and every subsequent day the inmate remains in the custody of the Contractor, except the Contractor shall not be paid for the day the inmate ceases to be in the custody of the Contractor. Contractor shall present VTDOC with an invoice no later than 15 days after the close of the month. Payment shall be made within thirty (30) days of a correct invoice. Man day invoices will be submitted separately from any other invoices. VTDOC and the CONTRACTOR shall use all reasonable efforts to ensure that an invoice is reviewed and, if necessary, corrected in a timely fashion.

Contractor is subject to performance penalties within this contract. During the duration of this contract, VTDOC shall provide the Contractor with a warning notice on the first occurrence of a breach under a particular contract section for which a performance penalty would otherwise be applicable unless the VTDOC deems the breach as egregious. On the second and any subsequent occurrence of a breach VTDOC may assess the specified penalty. When a penalty is levied, the Contractor has 15 days to appeal the penalty. In turn, VTDOC has 15 days after the appeal has been received to make a final determination. If the penalty remains, the Contractor has 15 days to make payment to the VTDOC. In the event that a pattern is established whereby Contractor has successfully appealed multiple instances of penalties, VTDOC and Contractor shall reconsider the penalty provisions hereunder to ensure that systemic problems with transmission or other exigent circumstances are not causing undue workload for either Contractor or VTDOC with respect to the penalty provisions.

### 23. CONTACT PERSON/CONTRACT MONITOR

In order to effectively administer this agreement, each party shall appoint a contact person for the respective state. The contact information for the VTDOC will be Contract Manager, 103 South Main Street, Waterbury, VT 05671-1001 (Tel: 802-241-1936 Fax: 802-241-1933). The contact person for the Contractor will be Ben Shuster, Senior Director, Partnership Relations, 10 Burton Hills Boulevard, Nashville, TN 37215 (Tel: 615-263-6612 Fax: 615-263-3100). Replacement of the individuals named herein may be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties to this agreement shall be sent by certified mail to the addresses listed above.

Contractor will provide VTDOC contract monitors office space that has a lock that is not master-keyed, a desk, chair, telephone/fax/computer lines (for internet access only). Contractor will not be responsible for fax or non-business-related telephone costs. VTDOC contract monitors shall have unhindered access at all times to Vermont inmates and staff and to all areas of the Facility and to non-financial documents and records relating to Contractor's obligations under the Contract. Access will include employee qualifications, training requirements, disciplinary records relative to serious incidents and security breaches and reports concerning Facility repairs and maintenance. Access shall be in strict compliance with privacy rights and shall be kept confidential. VTDOC contract monitors may attend regularly scheduled operational meetings between Facility administration and staff pertaining to Contractor's obligations under the Contract. VTDOC contract monitors shall not be allowed to attend

meetings with Contractor's legal counsel, corporate officials or meetings involving employee disciplinary matters. VTDOC contract monitors shall not have access to records pertaining to inmates from other jurisdictions.

VTDOC shall receive an annual credit of Fifty Thousand Dollars (\$50,000.00) to offset its expense for the on-site contract monitors. This credit shall be deducted on each monthly invoice in the amount of Four thousand One Hundred and Sixty Six dollars and sixty seven cents (\$4,166.67). Beginning on July 1, 2012 and continuing each year that this Agreement or any renewal term is in effect, the annual credit for the on-site contract monitor shall increase by three percent (3%) over the prior year's credit and the amount deducted on the monthly invoice will be adjusted accordingly.

24. ESCAPES

The Contractor shall notify VTDOC within two (2) hours upon the verification of an escape of an inmate transferred pursuant to this agreement and shall take all action necessary to affect the apprehension of the escaped inmate. In the case of an escape to a jurisdiction other than the state in which the inmate was housed, the responsibility for extradition or rendition proceedings shall be that of the VTDOC, but nothing contained herein shall be construed to prevent or affect the activities of officers and agencies of any jurisdiction directed toward the apprehension and return of an escapee. Any reasonable and actual costs up to \$50,000.00 incurred by VTDOC in connection with any escape and or rendition and extradition process shall be chargeable to and borne by Contractor.

25. INTERDICTION PROGRAM

(a) Urinalysis

All inmates transferred pursuant to this agreement shall be required to participate in routine urinalysis testing for cause and random samplings. Each month 5% of the population shall be tested via random samplings. All drug test results for unauthorized drugs shall be reported to the Contract Manager in the monthly report. Testing costs will be included in the rate set forth in Section 22.

Each month that 5% of the population is not tested the Contractor may be penalized \$300.00.

(b) Shakedowns

Each month 10% of the population shall be searched. This is to include the inmate, the inmate's room or sleeping quarters, and the inmate's personal property. All shakedown results shall be reported to the Contract Manager in the monthly report.

Each month that 10% of the population is not searched the Contractor may be penalized \$300.00.

In addition to the inmates and the inmate areas, Contractor shall also shakedown the common areas of the facility on a routine basis so that each quarter all of the common areas in the Facility will have been searched.

Each quarter (Jul – Sept, Oct – Dec, Jan – Mar, Apr – Jun) that all of the common areas have not been searched the Contractor may be penalized \$500.00.

(c) Contraband

Contractor shall maintain a log of all dangerous contraband (e.g. illegal drugs, weapons, cell phones, escape paraphernalia, etc). Entries in the log at a minimum shall contain what it was, where it

was found, who found it, and when it was found (date and time). The log should also include how the contraband was disposed of. Provided however, Contractor shall not be required to log nuisance contraband such as excess property or items, although prohibited, that do not constitute a danger to the good order and security of the facility.

26. MEDICAL

It is the intent of the State that inmates receive care comparable to that available to inmates in Vermont. The Contractor's written policies and procedures will describe health services, medical services, and dental services to be provided. At a minimum, these must meet ACA standards, federal, state and local laws and regulations, as well as the following State policies and procedures. In accordance with subsection (w) of this section 26, Contractor shall follow NCCHC standards.

(a) Reception Screening

Contractor shall conduct a receiving screening on all newly admitted State inmates within twenty-four (24) hours of the inmate's arrival at the Contractor's facility. This screening shall be conducted by a qualified medical professional and shall include review of State medical information and the following:

- (1) Inquiry into current and past illnesses, health problems and conditions;
- (2) Any past history of serious infectious or communicable illness, and any treatment or symptoms (e.g., chronic cough, hemoptysis, lethargy, weakness, weight loss, loss of appetite, fever, night sweats) suggestive of such illness;
- (3) Mental illness, including suicide risk;
- (4) Dental problems;
- (5) Allergies;
- (6) Medications taken and special health (including dietary) requirements;
- (7) use of alcohol and other drugs, and any history of associated withdrawal symptoms
- (8) Other health problems designated by the responsible physician or medical professional performing the screening; and
- (9) Observation of the following:
  - behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors and sweating;
  - body deformities and ease of movement;
  - persistent cough or lethargy; and
  - Condition of skin, including trauma markings, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse.

For every hour beyond the first 24 hours an inmate is not screened, the Contractor may be penalized \$100.00. Provided however, in no event shall the penalty exceed \$1,000.00.

(b) Access to Services

At the time of initial intake, each inmate will be provided with a health care services orientation and information on how to access health care services while in the facility. The orientation will include:

- (1) The purpose of intake history and physical evaluation, provision of emergency services, pharmaceutical services and policies, and infirmary and in-patient services;
- (2) Specific sick call times and procedures;
- (3) Procedures for obtaining physical and mental health care services;
- (4) Health care services staffing, and the behavior expected of inmates while in the health care services area; and
- (5) Grievance procedures.

(c) Physical Examinations

Physical examinations shall be conducted annually or as clinically indicated. The Contractor shall conduct physical examinations in accordance with requirements of the National Commission on Correctional Health Care (NCCHC) standards, including gathering of lab data.

(d) Sick Call

Contractor will provide a sick call system which provides inmates with unimpeded access to health care services. Health care staff will collect, triage and respond to all inmate requests daily. The frequency of sick call will be consistent with NCCHC standards. If the inmate's custody status precludes attendance at sick call, appropriate measures will be taken to provide access to health care services.

(e) Emergency Services

Contractor is required to provide an immediate response to inmates with emergency health care needs. Contractor will have twenty-four (24) hour physician coverage or telephone on-call coverage and specific written policies and procedures to address emergency response and the emergency transfer of inmates. Contractor shall ensure that an inmate's medical chart accurately and completely documents all services provided by Contractor and community health care providers in emergency situations.

(f) Inpatient Services

Contractor shall staff and utilize observation beds available at Contractor's facilities for admissions which do not require hospitalization. Inmates requiring respiratory isolation will be housed in a designated negative air pressure room. If an inmate requiring respiratory isolation is housed at a Facility without the requisite equipment, Contractor shall transfer the inmate to a properly equipped facility. The Contractor shall comply with state and federal laws and NCCHC standards with respect to the management and operation of observation beds.

Medical observation is a transient housing location for those inmates with stable illnesses/injuries not requiring hospitalization. Examples of appropriate inmates include, but are not limited to seizure activity, infectious diseases, allergic reactions, suicide precautions, post hospitalization convalescent care, etc. Inmates are monitored by security staff and attended to by nursing staff as ordered by the physician. The physician/psychiatrist orders observation status, monitors all care, and is responsible to determine release from medical observation.

(g) Hospitalization

Contractor shall identify the need, schedule, coordinate and pay for any inpatient hospitalization and related services for any inmate, consistent with terms of Paragraph (y). Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by community health care providers and that such documentation is included in the medical transfer record when the inmate returns to VTDOC. The Contractor shall notify the VTDOC Director of Health Services of every Vermont inmate placed in a hospital. Such notification may be by electronic or other means and shall not exceed twenty-four (24) hours beyond placement.

Under no circumstances shall Contractor limit or delay access to inpatient hospitalization, including inpatient psychiatric hospitalization for inmates needing this level of care to the extent possible given resources available in the community where the facility is housed. In the event that an inmate is in need of psychiatric hospitalization that exceeds the short term hospitalization available in the local jurisdiction, the inmate shall be returned to Vermont. If the State believes that the Contractor is not transporting inmates needing inpatient hospitalization in timely fashion, the State's Chief Medical Officer shall audit the case in consultation with the Contractor's Chief Medical Officer. After the audit, if the parties' Chief Medical Officers mutually determine that the Contractor was found to not be timely in the service delivery the Contractor may be penalized between \$100 and \$1,000.00 per case, at the discretion of the VTDOC based on the severity of the case. Failure to reach satisfactory resolution of such a case may be grounds for termination of the contract by the State.

(h) Specialty Outpatient Services

When available, the Contractor shall arrange for qualified medical specialists to visit the facilities so that inmates may be maintained within the security of the Contractor facility. If necessary, an outside referral will be made for services that cannot be provided at the facility. To the degree possible, diagnostic testing will be performed on-site. A referral process will be initiated to provide specialists with all pertinent information needed to facilitate timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings, in the form of a written referral.

Contractor shall be responsible for scheduling, authorizing and coordinating all specialty services. All inmates returning from outside hospital stays will be seen immediately upon return by

a medical professional, and a progress note regarding the review will be documented in the inmate's health care record. Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by the community health care provider and that such documentation is included in the medical transfer record when the inmate returns to VTDOC.

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as needing this care. The Contractor shall make every effort, within four weeks of the date on which a referral is made, to schedule the appointment for specialty care. If the State believes that the Contractor is not providing specialty services in a timely fashion, giving due consideration to the availability of the required specialty services in the local jurisdiction, the State's Chief Medical officer shall audit the case in consultation with the Contractor's Chief Medical officer. After the audit, if the parties' Chief Medical Officers mutually determine that the Contractor was not timely in the service delivery the Contractor may be penalized \$100 per day for each day that the date of the appointment extended past four weeks from the date of referral. Provided however, the Contractor shall not be penalized in the event that the Contractor can show that reasonable efforts were made to schedule the appointment with the required specialty provider and that the delay in scheduling the appointment was the cause of the specialty provider.

(i) Laboratory Services

Contractor shall provide lab diagnostic testing. Laboratory testing will include routine, special chemistry and toxicology analysis. The laboratory will meet all applicable state and federal requirements for specimen handling, testing and reporting. All services provided shall meet standards set forth by the American College of Pathology.

(j) Radiology Services

A radiology technician will be available to provide radiology services. Inmates will be referred off-site for procedures beyond the scope of services provided on-site. A Board-Certified radiologist will read the studies in a timely manner. The radiology report will be documented, and maintained in the inmate's health care record. The Contractor's Medical Director will review, initial and date all radiology reports. A verbal or electronic notification of all positive findings will be furnished to the VTDOC Medical Director or his/her designee within three working days; if verbal notification is given, this notification is to be followed up by a written notice of findings within 10 working days.

(k) Diet Therapy

Special diets will be available to inmates when medically indicated and ordered. Contractor will document the need and dietary services required. The inmate's orientation to the therapeutic diet will be documented in the health care record. In accordance with NCCHC standards, Contractor shall coordinate reviews of all diets at least every six months with a registered dietitian.

(l) EKG Services



Contractor shall provide EKG services and necessary EKG equipment. The EKG contract will provide for immediate reading and reporting of results of EKG. Nursing staff will receive in-service training related to EKG services.

(m) Medical Prosthetics

With the prior approval by the Vermont Health Services Director Contractor shall provide prosthetic devices to inmates as medically indicated. Prosthetics will be selected according to community standards, but also must conform to security requirements of the State. The costs associated with providing prosthetics shall be borne by the State.

(n) Optical Services

Contractor shall identify the need, schedule, coordinate and pay for the dispensing, evaluation, and fitting services of an optometrist. Inmates requesting health care services for visual problems will be evaluated using the Snellen eye chart by nursing staff. If a visual deficiency beyond 20/70 is identified, the inmate will be referred to Contractor's optical service provider.

Contractor shall provide one (1) set of eyeglasses to inmates if prescribed and deemed necessary by the optometrist, consistent with Paragraph (y) of this Section. Inmates requiring treatment and services beyond the scope of services offered on-site will be transported to specialists in the community. Inmates shall be eligible to receive follow-up eye exams every two years.

(o) Pharmaceuticals

Contractor shall provide a total pharmaceutical system, including medications prescribed by mental health care providers, which is sufficient to meet the needs of the State inmates. Contractor shall be responsible for the costs of drugs administered under the contract, consistent with the limitations described in Paragraph (y) of this Section. Policies, procedures and practices addressing pharmaceuticals will be in compliance with all applicable state and federal regulations. The pharmaceutical system will have the following components:

- (1) Medication ordered by a qualified provider (physician, psychiatrist, nurse-practitioner, dentist) will be appropriately documented in the MAR and health record.
- (2) A pharmaceutical inventory will be established to facilitate the initiation of pharmaceutical therapy upon the physician's order. An inventory control system will be implemented to ensure the availability of necessary and commonly prescribed medications, and to protect against the loss of pharmaceuticals. All pharmaceuticals will be prepared, maintained and stored under secure conditions.
- (3) An adequate and proper supply of antidotes and emergency medications will be available.
- (4) Contractor will maintain a formulary listing the available medications, and this formulary shall be available to the State.

(5) While it is recognized that formulary prescribing is the norm, cases may arise in which non-formulary medications are determined to be the most effective treatment. When this occurs, the non-formulary medication request will be processed per the Contractor's policy. In the event that VTDOC requires the use of a non-formulary medication, the VTDOC will reimburse the Contractor for costs above and beyond the formulary cost. The Contractor will provide the VTDOC Clinical Director of Health Services with a formulary list and a monthly report of all non-formulary requests and their disposition. Information will include inmate name, medication requested, and disposition.

(p) Medication Administration

The Contractor shall maintain a medication administration system which meets the needs of State inmates. Medication will be administered to inmates by nurses or other authorized personnel three times daily or as ordered. The administration of each medication will be documented on a medication administration record. Documentation on the medication administration record will clearly indicate those instances when an inmate refuses a medication or is not available to receive a medication. Medication administration times will be adjusted to meet the needs of inmates who participate in work details or classes. If an inmate refuses a specific medication three times, the inmate will be counseled and requested to sign a refusal form.

(q) Dental Services

Contractor shall provide on-site dental services which include preventive and restorative care. The initial dental appraisal and instruction in oral hygiene will be conducted at the time of the initial health appraisal by a qualified healthcare professional and within fourteen (14) days of admission. The Contractor's provision of a dental screening for all referred inmates shall be conducted by a licensed dentist. Nurses who provide oral hygiene instruction will receive in-service training.

Inmates may request dental services in accordance with the Contractor's protocols and procedures. Inmates will be seen as soon as practicable, based on acuity of need. Inmates who require treatment beyond the capabilities of the Contractor's licensed dentist will be referred to a dental specialist. With the prior approval by the Vermont Health Services Director, dental prostheses will be provided as determined by a licensed dentist in accordance with the Federal Bureau of Prisons' (FBOP) policy on dental prosthesis. The costs associated with providing such dental prostheses shall be borne by the State.

(r) Hepatitis Treatment

It is recognized by the Parties that the prevalence of hepatitis in prison populations is higher than the general public. The Contractor will provide appropriate treatment, consistent with NCCHC and/or CDC guidelines, according to protocols developed by the Contractor and approved by the VTDOC Health Services Director.

(s) Mental Health Services

The Contractor shall provide all services related to the mental health needs of State inmates, including assessment, diagnosis, treatment, pharmacology and psychopharmacology.

Inmates being transferred to the Contractor will be screened by the State for mental health needs, restrictions and necessary accommodations prior to transfer. Information pertaining to mental health treatment will be conveyed in written form and, if necessary, verbal communication to insure continuity of care. The Contractor will provide written documentation of mental health treatment activities, including refusal of care and will include such documentation in the medical transfer record when the inmate returns to VTDOC.

Vermont Department of Corrections agrees to review the mental health needs and stability of all inmates proposed for placement with CCA facilities. CCA may request the prompt return to Vermont of any inmate whose mental health cannot be readily maintained while out of state.

(t) Suicide Prevention and Crisis Intervention

The Contractor shall provide routine screening and evaluation of inmates to assess and prevent suicidal ideation or behavior. When an inmate is suspected of being at risk of harm to himself, the Contractor shall take all necessary measures and interventions to insure the inmate's safety. Compliance with standards of professional practice shall be followed.

When an inmate experiences psychiatric emergencies or crisis, the Contractor will take all necessary measures to respond to the inmate's needs and assure safety of the inmate and staff. This shall include short-term psychiatric hospitalization of a temporary nature to the extent possible given the resources available in the community where the facility is housed. In the event that an inmate is in need of psychiatric hospitalization that exceeds the short term hospitalization available in the local jurisdiction, the inmate shall be returned to Vermont.

Contractor shall document all relevant information and interactions with suicidal inmates and include relevant information in the inmate's medical chart. Communication with the State shall be initiated if an inmate engages in serious suicidal conduct or shows symptoms of serious psychological deterioration. Contractor shall provide suicide prevention and crisis intervention services in accordance with its policies and procedures attached hereto as **Exhibit B**. Said policies and procedures are subject to change by Contractor in accordance with best practices, ACA, NCCHC and the changing health needs of the inmates.

(u) Health Care Records

The Contractor shall maintain a problem-oriented health care record, and will include medical, dental, chemical dependency, and mental health care information. Contractor will provide full and unrestricted access to and copies of the appropriate health care record to the State within the scope of legal and regulatory requirements and in accordance with the State's policies, procedures and directives. The standardized health care record shall contain the following information:

- Problem list;
- Completed intake screening form;
- Health appraisal form;
- Clinical (SOAP) notes;
- Physician orders;
- Inmate requests for health care services, including illnesses and injuries;
- All diagnostic findings, treatments and dispositions;

- Prescribed medications and their administration;
- Laboratory, radiology and other diagnostic studies;
- Consent and refusal forms;
- Release of information forms;
- Place, date and time of health care encounters;
- The health care provider's name and title;
- Hospital reports and discharge summaries;
- Intra-system and inter-system transfer summaries;
- Specialized treatment plans;
- Consultation forms;
- Health Care Services reports;
- Inmate medical grievance forms;
- Documentation of all medical, dental and mental health care services provided, whether from inside or outside the facility.

A health care record will be initiated during the inmate's first health care encounter and shall contain complete and accurate records of health care services provided during the individual's incarceration at Contractor's facilities. The State will provide health information at the time of transfer, and the Contractor shall provide relevant records to the State upon an inmate's return to the State's custody. Contractor shall return records in tabulated or otherwise organized folders which are then placed in individual manila envelopes or other suitable sealed package. The health care provider's signature and title will be recorded for each encounter. All outside health care services, such as laboratory results, or physician consultation reports, will be filed as part of the permanent health care record. Health care records shall be maintained securely and in a confidential manner at all times, and in compliance with all applicable laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (including regulations promulgated pursuant to HIPAA, such as the Standards for the Privacy of Individually Identifiable Health Information and the Security Standards, at 45 CFR Parts 160 and 164: hereafter, the Privacy and Security Rules) and the Confidentiality of Alcohol and Drug Abuse Patient Records, at 42 CFR Part 2.

(v) Quality Assurance and Improvement Program

The Contractor shall implement a Quality Improvement Program ("QIP"), as set forth by NCHC standards. The program will be designed to assure that quality is provided in the most appropriate and cost-efficient manner" for the VTDOC. The program shall allow development of site-specific plans reflective of the facility's health care services systems.

The program shall consist of the following elements:

- (1) Risk Management -Contractor shall establish a logical and thorough system of policies and procedures to minimize exposure to liability. Risk management activities focus on the identification of clinical events which have or may have the potential of placing the inmate, health care provider, or the facility at risk. Identified risk areas are investigated and analyzed to develop policies and procedures that reduce risk and maintain a safe clinical setting. The QIP shall include a safety component to provide a safe environment for inmates, employees and visitors.

(2) Infection Control -Contractor's infection control policies and procedures shall focus on the prevention, identification and control of diseases acquired in the facility setting or brought in from the outside community. The infection control program will address hand washing, housekeeping, decontamination, disinfection and sterilization of equipment and supplies, medical isolation, infectious and parasitic laundry, infectious waste, pest control and parasite infected environments.

(3) Utilization of Services -Contractor shall collect and monitor statistical data to detect potential problems. Volume data reporting forms will be used to report data and to track the utilization of health care services on a year-to-date basis. All deviations will be reviewed for problem identification. Contractor will monitor the utilization of all health care services provided off-site, as compared to national data on incarcerated populations, and will be readily available for telephone consultations. Contractor shall provide the State with a monthly report identifying utilization patterns; those inmates transferred offsite to the hospital emergency department; and a status report on all inmates in local hospitals and infirmaries. Contractor's volume data reporting forms will also be used to prepare a narrative report on the types and numbers of services provided.

(4) Inmate Grievances -Grievances are reviewed to identify potential areas of concern and to determine if problematic patterns exist. Inmate grievances will be documented in a log to assist in monitoring compliance with policy and procedure related to inmate grievances and to summarize those areas which are frequently the topic of inmate dissatisfaction. All inmate grievances will be responded to within fifteen days of receipt and included in monthly reporting.

The State and Contractor shall identify personnel who will communicate about the QIP program. The Contractor shall provide monthly reports to the State detailing levels of service provided and systems issues encountered. The content and form of these reports shall be determined by the Parties.

(w) NCCHC Standards and ACA Accreditation

Lee Adjustment Center has obtained NCCHC accreditation and it shall be maintained throughout the term of this Agreement. Florence Correctional Center shall obtain and/or be actively working towards NCCHC accreditation within one year of the signing of this Agreement and shall maintain accreditation throughout the term of this Agreement.

Both, Lee Adjustment Center and Florence Correctional Center are ACA accredited and shall maintain such accreditation throughout the term of this Agreement.

(x) Inmate Death

In the event of the death of an inmate, the Contractor shall immediately notify the Contract Manager. Arrangements shall be made for a fingerprint (right thumb or right index) to be taken. The coroner of the local jurisdiction shall be requested to perform an autopsy for any death of a Vermont inmate. The Contract Manager shall furnish instructions and information regarding the disposition of the body. All expenses relative to the autopsy, any necessary preparation of the body and shipment or express charges, pursuant to the Contract Manager's instructions, shall be

reimbursed by VTDOC. The parties may arrange to have the Contractor take care of the burial and all matters related or incidental thereto and all such expense shall be paid by VTDOC. The provisions of this paragraph shall govern only the relations between the parties and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(y) Contractor Limitations

The Contractor shall be responsible for the cost of providing all outpatient medical, dental and medication services, including specialty clinics and all medically related transportation, both routine and emergency. The Contractor shall be responsible for inpatient hospital and surgery charges for the first Twenty Thousand Dollars (\$20,000.00) in costs per inmate, per incident. Thereafter, VTDOC shall be liable for all inpatient hospital and surgery charges. The Contractor shall be responsible for all outpatient surgery, including oral surgery. As the VTDOC will pay inpatient hospital and surgery charges after the first \$20,000.00, the Contractor shall cause the medical provider's invoice(s) to detail the cost to be paid by the VTDOC and the Contractor separately. In the event the medical provider is unwilling to separate these costs, the VTDOC and Contractor shall allocate the costs between them in accordance with the terms set forth herein.

All medical bills will be submitted for re-pricing by the Contractor. Both parties acknowledge the industry standard of six months for providers to submit a clean claim for services. The Contractor shall make all reasonable efforts to ensure that invoices are submitted to VTDOC as soon as reasonably practical after such re-priced invoices are received by the Contractor but no later than 210 days after the date of the service. The Contractor and the VTDOC will develop an agreeable billing format which would be used for all medical bills which would comply with HIPPA standards.

The Contractor shall be required to obtain written VTDOC approval of all scheduled inpatient hospitalization and surgery as soon as Contractor can reasonably be expected to anticipate the length of stay and/or the cost of treatment. In the event of emergency hospitalization, the Contractor shall notify the VTDOC within 24 hours thereafter. VTDOC's contact person for such approvals and notifications shall be VTDOC's Director of Health Services.

The Contractor shall inform the medical care facility that certification for continued hospital stay is required by the VTDOC and must be initiated by the medical care facility if the cost of the inmate's anticipated stay will exceed \$20,000.00.

Notwithstanding any provision contained herein to the contrary, any inmate's medical expenses resulting from the negligence or willful wrongdoing of the Contractor, its officers, agents or employees, shall be fully paid for by the Contractor.

Except as otherwise indicated herein, the Contractor shall furnish eyeglasses and shall be responsible for the purchase of special limited-use equipment. Except as otherwise indicated herein, prosthetics and durable medical equipment shall be furnished by the Contractor. Durable medical equipment, a standard medical term, shall include, but not be limited to, such items as

crutches, orthopedic braces, nebulizers, etc. Cost of medical equipment which exceeds \$2,500.00 shall be the responsibility of VTDOC.

The Contractor shall continue to provide security for an inmate assigned to the facility at an off site medical facility after the first 72 hours, if requested to do so by the VTDOC. In that event, the VTDOC shall reimburse the Contractor in the amount of time and a half at the starting wage of a Correctional Officer in the facility providing such service. Prior to submitting an invoice for reimbursement for security provided a VTDOC inmate at an off site medical facility, Contractor shall ensure that the invoice is submitted only for the provision of such service and not for any additional hours that the Correctional Officer may have worked that are not for the provision of such service.

Provided that the VTDOC is aware or has been notified prior to the hospitalization of the inmate, the Contractor shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, associated with the treatment of persons with known Acquired Immune-Deficiency Syndrome (AIDS), as defined by the Center for Disease Control, organ transplants, renal dialysis, cancer treatment and Hep. C treatment. The Contractor shall be responsible for inpatient and outpatient hospitalization costs for HIV infected patients, as noted above when not associated with treatment of their HIV disease. The Contractor shall not be responsible for the cost of providing AZT, or other medications therapeutically indicated for the treatment of inmates with AIDS or HIV infection. Such treatment will be at the VTDOC's discretion and expense and requires pre-authorization. The VTDOC will screen all transfers to exclude inmates currently being treated for active AIDS, cancer, renal dialysis and Hep C. Any inmate who is first diagnosed with any of these conditions while at the Contractor's Facility will be evaluated by VTDOC and the Contractor's Health Services Administrator for the Facility for a mutual determination of whether the acuity of the condition is appropriate for housing at the Contractor's Facility. If, upon mutual decision of the parties, the inmate remains at the Facility, VTDOC will reimburse the Contractor for all costs associated with treating the condition.

The Facility shall have first aid equipment, which meets American Correctional Association standards, available at all times for medical emergencies. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation shall be present on each shift. State licensing and certification requirements shall apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community. The Facility shall make provisions for medical examination of any employee or resident suspected of a communicable disease.

The Facility shall have written policies and procedures regarding the possession and use of controlled substances, prescribed medications and over-the-counter drugs. The policies and procedures shall stipulate that prescribed medications are administered according to the directions of the prescribing physician. There shall be written policies and procedures which specify that the records of all medications distributed by Facility staff shall be maintained and audited monthly, and include the date, time and name of the resident receiving medication, and the name of staff distributing it. Health history records shall accompany the resident to the facility and shall be kept current. Staff shall be made aware of resident's special medical problems.

At this time, there is no medical co-pay program for VTDOC inmates. If, at some point in the future, an inmate medical co-pay is instituted, the Contractor shall be allowed to institute the same. Contractor shall retain any co-pays that are collected.

27. REMOVAL FROM INSTITUTION

The Contract Manager shall be informed within twenty-four (24) hours of all cases where an inmate is removed from the Contractor's institution for emergency medical treatment, scheduled doctor's appointment, or any other reason. All reasonable care shall be exercised for the safekeeping and care of the inmate.

28. ACCESS TO COURTS, LEGAL RESEARCH & SUPPLIES.

Legal services, access to a law library, and access to counsel will be provided in accordance with ACA Fourth Edition standard and VTDOC Directive 385.01 Inmate Access to Courts. The Contractor will provide a commensurate service as provided by the VTDOC in its facilities.

The Contractor will ensure all VTDOC inmates court access is in compliance and consistent with the US Constitution and US Supreme Court. The Contractor will provide access to federal and housing state's legal materials and texts at the Facility to include legal research materials required to meet ACA Fourth Edition and constitutional standards. Contractor shall provide VTDOC with a list of federal and Kentucky State legal materials and texts at the Facility prior to the implementation of this agreement.

Vermont-specific legal material and texts shall be furnished by VTDOC. Contractor will provide a secure and monitored location to house Vermont-specific legal material.

The Contractor will provide typewriters, including ribbons, and typing paper; notary services; photocopying services, including photocopy paper; legal size envelopes; in sufficient quantity to meet constitutional standards. Inmates may be billed for above items and services consistent with VTDOC Directive 385.01. Indigent VTDOC inmates' legitimate legal fillings will not be delayed due to inability to pay. The Contractor is entitled to recoup photocopy fees when the inmate has sufficient funds in his account.

VTDOC shall be responsible for designating and providing the first set of texts and all supplements and updates of the Vermont-specific legal reference materials to Contractor facilities housing 60 or more VT inmates. If the initial set of materials is lost or destroyed, Contractor shall provide replacements or replacement costs.

The Contractor shall provide a monthly inventory of VTDOC law library legal texts and materials to VTDOC Director of Legal Education 103 South Main Street, Waterbury, VT 05671-1001 (Tel: 802-241-1164 Fax: 802-241-2565). This inventory will specify books missing or damaged. Contractor understands that they must submit the inventory no later than the 5th of each month unless the 5<sup>th</sup> of the month is a Saturday or Sunday in which case the inventory must be submitted on the next workday. Failure to timely submit the inventory may result in the Contractor being penalized \$100.00 per day.

29. VERMONT LEGAL MATERIALS and LAW LIBRARY ACCESS



Contractor will provide adequate on-site facilities to accommodate VTDOC legal materials, computers or kiosks, and VT inmates. Such facilities will include chairs, writing tables, file cabinets, bookcases, and typewriters. Contractor will institute (2) two paid work assignments for a Vermont Law Librarian for each facility housing 60 or more Vermont inmates.

Contractor will provide VTDOC inmates with access to all legal materials referenced in Paragraph 28. Legal reference materials and library access will be available during hours that facilitate reasonable access during nonworking, visiting, or program hours including weekends and evenings, provided that such access will be available at least Twelve (12) hours each week and, provided further that the minimum hours of library access will be increased if such is required by court-imposed deadlines or order. The Contractor will provide VTDOC inmates in segregation and protective custody access to the law library collection established pursuant to this section. If direct access cannot be provided to VTDOC inmates in segregation or protective custody, a process shall be established allowing VTDOC inmates in segregation or protective custody to request reasonable numbers of materials from a law library and non-contact access to the inmate law librarian.

30. ATTORNEY CALLS

Contractor shall provide adequate on-site facilities for all attorney calls to insure confidentiality and privacy on a non-monitored telephone line.

31. MAIL.

Inmates will be provided with mail service. Inmates shall be provided the opportunity to use up to seven (7) first class postage stamps per week. Contractor shall develop a system to track the usage by inmate by week and submit documentation with a monthly invoice for reimbursement.

Indigent inmates shall be provided with supplies for correspondence. No request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the inmate. The Contractor is entitled to recoup postage fees when the inmate has sufficient funds in his account.

Inmates from VTDOC may not correspond through the mail with any individual on the VTDOC's *negative contact list* as established in 28 V.S.A. 11 § 802 (c) (d). The Contractor will receive this list from the Contract Manager. A new list will be provided to the Contractor either upon the Contractor's request or when changes are made to the list by the VTDOC

32. RECORDS AND REPORTS FROM CONTRACTOR

The Contractor shall provide the following information and reports:

- a) Any time an inmate is placed in segregation, for any reason, a written report documenting the reason will be sent electronically to the Contract Manager within twenty-four (24) hours; for every hour after the 24-hour notification is not made, the Contractor may be penalized \$100.00, Provide however, in no event shall the penalty exceed \$1,000.00;
- b) Every Monday a report will be sent electronically to the Contract Manager by 1100 hours (EST) that shows the number of inmates in segregation by name, their

admission date into segregation, the reason for their placement, and when they were released from segregation; for every day after the report is not received, the Contractor may be penalized \$100.00;

- c) Monthly Reports to include:
- a. Food Service Report – Menu for the upcoming month, number of times the menu was changed last month, number of special diets prepared, other;
  - b. Disciplinary reports – a report that reflects the inmate names, rule infractions, level of infractions, outcomes of each charge, date of infraction, and dates of completion;
  - c. Grievance reports – a report that reflects the inmate names, the category of the complaint, the resolution, and dates throughout the process; including formal and informal grievances;
  - d. Urinalysis Report – name, date, random/cause, results, (positive for);
  - e. Extraordinary Occurrence Reports – dates, names, categories;
  - f. Shake downs and searches – random and cause;
  - g. Contraband Log of items found, who had them and where they were found;
  - h. Visitation – numbers of inmates receiving visits and the number of visitors, hours visiting; including contact and noncontact visits;
  - i. Religious Services – hours, participants, faith;
  - j. Recreation – indoor, outdoor, activities, participants;
  - k. Education – hours, participants, classes;
  - l. Work – hours, participants, jobs;
  - m. New / current lawsuits by Vermont inmates served on the facility;
  - n. STG information;
  - o. Prison Rape Elimination Act (PREA) statistics;
  - p. Health Services Statistical Report;
  - q. Other Programs as agreed to by Contractor;
  - r. Updates on staffing, personnel issues / discipline or terminations

The Contractor, except for the notification requirements noted in Section 17 above shall provide reports of all serious conduct infractions within seventy-two (72) hours to VTDOC. Access to all record information collected on inmates from VTDOC related to inmate programming, medical, mental health, etc. will be made available to designated personnel of VTDOC.

The Contractor shall provide a monthly report to VTDOC on all VTDOC inmates housed in Contractor facilities. This report will specify each inmate's program attendance and participation, educational participation, and/or employment. Contractor understands that they must submit the report no later than the 7<sup>th</sup> of each month unless the 7<sup>th</sup> is a Saturday or Sunday in which case the Report must be submitted on the next work day. For every day after the 7<sup>th</sup> that the report is not received, the Contractor may be penalized \$100.00.

### 33. GOVERNING LAW

Except where expressly otherwise provided, the laws and administrative rules and regulations applicable to the state where the Contractor's correctional facilities are located shall govern in any matter

relating to an inmate confined pursuant to this agreement. Vermont law shall govern in matters related to the interpretation and enforcement of this Agreement.

34. INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties hereunder as a Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed an agent or employee of the State of Vermont.

Contractor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local health tax on any monies paid pursuant to this agreement. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the State of Vermont to any agreements, liability or understanding except as expressly set forth herein.

35. NOTICES

Any notice provided for in this agreement shall be in writing and served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the addresses listed in Section 23 unless written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this agreement.

36. ASSIGNMENT

No right or interest pursuant to this agreement shall be assigned or delegated by the Contractor without the prior written permission of the VTDOC. However, the Contractor is authorized to subcontract with any entity for the performance of the Contractor's obligations hereunder provided each such subcontractor agrees to be bound by all applicable provisions of this Contract. The Contractor acknowledges it will not by the act of subcontracting be absolved or released from any obligations under this Contract and will remain responsible for all performance under this Contract. Contractor shall not assign its rights and responsibilities under this Agreement without the prior written approval of VTDOC.

37. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of his Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the VTDOC and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the VTDOC and the Contractor that any entity, other than the VTDOC or the Contractor receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

This agreement is not intended to create any right, liberty interest or entitlement in favor of any inmate. The agreement is intended only to set forth the contractual rights and responsibilities of the contract parties. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

38. MODIFICATION AND WAIVER

This Agreement contains the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of or to this agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed, waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach.

39. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of this agreement.

40. TIME OF THE ESSENCE

Time is of the essence in the performance of all of the parties' obligations and duties under this Agreement.

41. SEVERABILITY

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this agreement shall be construed and enforced without such provision to the extent this Agreement is then capable of execution within the original intent of the parties.

42. RISK OF PHYSICAL DAMAGE TO FACILITY

The risks and costs of physical damage to the Contractor's facility incurred as a direct result of the placement of the VTDOC's inmates in the Contractor's facility shall be considered usual costs incidental to the operation of the facility and part of the costs reimbursed by the fixed rate per inmate day as provided by Section 22.

43. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall, at all times during the performance of its obligations of this Agreement strictly adhere to all applicable federal laws and regulations, including protection of the confidentiality of all applicant/recipient records, papers, documents, tapes or any other materials that have been or may hereafter be established which relate to this Agreement. The Contractor acknowledges that the following laws are included: Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title 11, Subtitle A, 24 U.S.C. Sec. 12101, et seq. and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age and handicap in federally assisted health and human services programs. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, or other federal financial assistance.

The Contractor assures the VTDOC that at all times during the performance of this Agreement that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied to benefits of service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the VTDOC relies.

Contractor shall provide any information and assistance necessary for VTDOC to fulfill any federal VOI/TIS grant requirements for funds for the financing of this agreement.

#### 44. CONFIDENTIALITY OF RECORDS

Contractor acknowledges that it has components that are covered entities within the meaning of HIPAA, including the HIPAA Privacy and Security Rules, and that the component which provides

services under this **Attachment G** is such a covered entity. Contractor represents to the VTDOC that the component providing services under this **Attachment G** will honor and abide by its obligations as a covered entity under the Privacy and Security Rules.

VTDOC acknowledges that it may act as a covered entity under HIPAA, including the HIPAA Privacy and Security Rules. Accordingly, VTDOC requires that Contractor honor and abide by the Business Associate terms attached hereto and incorporated into this Agreement as **Attachment E**, and Contractor represents to VTDOC that it shall do so.

Furthermore, unless otherwise provided, and without in any way limiting the meaning or effect of any of the terms of **Attachment E**:

(a) In the event the Contractor shall obtain access to any records or files of the VTDOC in connection with this Agreement, or in connection with the performance of its obligations under this or any other Agreement, the Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the VTDOC.

(b) Contractor shall specifically keep confidential all records and files of VTDOC inmates; Contractor shall obtain prior written approval from VTDOC before releasing or disclosing the contents of any such records or files, except where it is impracticable for Contractor to obtain such prior written approval (e.g., in the context of referrals for specialty outpatient services or an emergency circumstance); provided, however, that Contractor may only release or disclose the contents of any such records or files in accordance with the requirements of this Agreement, including **Attachment E**, and must notify VTDOC of any such release or disclosure made without the prior written approval of the VTDOC, promptly after such release or disclosure occurs. Contractor further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of inmate files and records. The VTDOC acknowledges that officials from other state Department of Corrections may be entitled to access VTDOC inmate records from time to time; however, the Contractor will not permit such access without the prior written approval of VTDOC. The VTDOC acknowledges that it will not invoke this subsection (b) to preclude Contractor from releasing or disclosing any such records or files to the extent that Contractor is compelled by applicable law to make such a release or disclosure.

(c) Contractor agrees to notify and advise in writing, all employees and agents (including subcontractors, consultants, and licensees) of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee or agent (including a subcontractor, consultant, or licensee) as the case may be.

(d) Any breach of confidentiality by the Contractor or third party agents (including subcontractors, consultants, or licensees) of the Contractor shall constitute good cause for the VTDOC to cancel this Agreement, without liability; and within thirty (30) days after such cancellation, and at the direction of VTDOC, Contractor shall return or destroy all information received from VTDOC, or created or received by Contractor on behalf of VTDOC. Contractor shall not retain any copies of such information except as needed to address claims and/or lawsuits, and shall certify for VTDOC, in writing, when all such information has been returned or destroyed, and that Contractor does not continue to maintain any such information, with such certification to be provided during such thirty (30) day period.

(e) Any VTDOC waiver of an alleged breach of confidentiality by the Contractor or third party agents of the Contractor is not to imply a waiver of any subsequent breach.

The parties understand and agree that subsections (a) through (e) apply to information that is considered protected health information ("PHI") within the meaning of HIPM, including the HIPM Privacy and Security Rules, as well as information that is not considered PHI. As required by Section 15.2 of **Attachment E**, in the event of any conflict or inconsistency between the terms of **Attachment E** and the terms of subsections (a) through (e) of this Section 35, the terms of **Attachment E** shall govern; provided, however, that there is no such conflict or inconsistency to the extent that subsections (a) through (e) create any obligation or responsibility for Contractor that is not identified in **Attachment E**. In addition, there is no such conflict or inconsistency as it concerns the use or disclosure or other handling by Contractor of information that is not PHI, and subsections (a) through (e) unquestionably apply to all such uses, disclosures and other handling, without the necessity for comparing such subsections to the terms of **Attachment E**.

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Agreement as of the date first written above.

VERMONT DEPARTMENT OF CORRECTIONS

BY:   
ANDREW PALLITO  
COMMISSIONER OF CORRECTIONS

DATE: 6/27/11

CORRECTIONS CORPORATION OF AMERICA

BY:   
Natasha K Metcalf  
Vice President, Partnership Development

DATE: 6/24/11

**FLORENCE CORRECTIONAL CENTER**

**Florence, Arizona**

**1,900 Beds (1,860 Federal / 40 VT)**

***VT CONTRACT STAFFING PATTERN***

<b>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</b>	
MANAGEMENT/SUPPORT	25.50
SECURITY/OPERATIONS	124.00
UNIT MANAGEMENT	173.50
MAINTENANCE	9.00
SERVICES	4.00
PROGRAMS	4.00
EDUCATION	2.00
HEALTH SERVICES	33.85
<b>TOTAL</b>	<b>375.85</b>

<b>MANAGEMENT/SUPPORT</b>	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warden	1	0	0	5	1.00	1.00
Assistant Warden	2	0	0	5	1.00	2.00
Training Manager	1	0	0	5	1.00	1.00
Manager, Operations Finance	1	0	0	5	1.00	1.00
Accountant	1	0	0	5	1.00	1.00
Accounting Clerk I	2	0	0	5	1.00	2.00
Manager, Human Resources	1	0	0	5	1.00	1.00
HR Generalist	1	0	0	5	1.00	1.00
Personnel Investigator	1	0	0	5	1.00	1.00
Personnel Assistant (Personnel Assistant I)	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Coordinator, QA / Safety	1	0	0	5	1.00	1.00
Investigator	1	0	0	5	1.00	1.00
Grievance Coordinator	1	0	0	5	1.00	1.00
Mailroom Supervisor	1	0	0	5	1.00	1.00
Mailroom Clerk	2	0	0	5	1.00	2.00
Administrative Supervisor	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk - HR	1	0	0	5	1.00	1.00
Administrative Clerk - Business	1	0	0	5	0.50	0.50
Administrative Clerk	2	0	0	5	1.00	2.00
<b>TOTAL</b>						<b>25.50</b>

<b>SECURITY/OPERATIONS</b>	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	1	0	0	5	1.00	1.00
Assistant Chief of Security	1	0	0	5	1.00	1.00
Shift Supervisor	1	1	1	7	1.70	6.00
Assistant Shift Supervisor	1	1	1	7	1.70	5.00
Assistant Shift Supervisor - STG	1	0	0	5	1.00	1.00
SCO - Housing Zone	0	0	2	7	1.70	3.00
SCO - STG	1	0	0	5	1.00	1.00
SCO - K-9	1	0	0	5	1.00	1.00
Assistant Shift Supervisor - DHO	1	0	0	5	1.00	1.00
* Investigations Officer	1	0	0	5	1.00	1.00
SCO - Armory/Key Control	1	0	0	5	1.00	1.00
* Visitation Officer	3	0	0	7	1.70	5.00
SCO - Transportation	2	0	0	5	1.00	2.00
* Transportation Officer	5	5	0	5	1.00	10.00

**FLORENCE CORRECTIONAL CENTER**  
**Florence, Arizona**  
**1,900 Beds (1,860 Federal / 40 VT)**

***VT CONTRACT STAFFING PATTERN***

<b>SECURITY/OPERATIONS</b>	<b>1ST SHIFT</b>	<b>2ND SHIFT</b>	<b>3RD SHIFT</b>	<b>DAYS COVERED</b>	<b>RELIEF FACTOR</b>	<b>TOTAL STAFF</b>
* Front Entrance (Lobby) Officer	1	1	0	7	1.70	3.00
* Central Control Officer	3	3	2	7	1.70	14.00
* Perimeter Security (Mobile)	2	2	1	7	1.70	9.00
* Vehicle Sallyport Officer	1	0	0	5	1.00	1.00
* Recreation Officer	5	3	0	7	1.70	14.00
* Utility/Search & Escort Officer	2	3	2	7	1.70	12.00
* Work Detail Officer	1	0	0	5	1.00	1.00
* Tool Control Officer	1	0	0	5	1.00	1.00
* Kitchen Officer	1	1	0	7	1.70	3.00
* Education Officer	1	0	0	5	1.00	1.00
* Medical Officer	1	1	1	7	1.70	5.00
SCO - Intake/Release	1	1	1	5	1.00	3.00
* Intake/Release Officer	2	2	2	5	1.00	6.00
* Property Officer	1	0	0	5	1.00	1.00
* Hobby Craft Officer	1	1	0	5	1.00	2.00
* Court Security Officer - Tucson	3	0	0	5	1.00	3.00
* Court Security Officer - Yuma	1	0	0	5	1.00	1.00
* Correctional Officer, Part-Time	4	0	0	5	0.50	2.00
Administrative Clerk - Yuma	1	0	0	5	1.00	1.00
Administrative Clerk - Inmate Phone Monitoring	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>124.00</b>

<b>UNIT MANAGEMENT</b>	<b>1ST SHIFT</b>	<b>2ND SHIFT</b>	<b>3RD SHIFT</b>	<b>DAYS COVERED</b>	<b>RELIEF FACTOR</b>	<b>TOTAL STAFF</b>
Chief of Unit Management	1	0	0	5	1.00	1.00
Classification Supervisor	1	0	0	5	1.00	1.00
Records Supervisor	1	0	0	5	0.50	0.50
Records Clerk	2	0	0	5	1.00	2.00
Administrative Clerk	3	0	0	5	1.00	3.00
<b>Unit D - 320-Bed Cellblock</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	2	2	2	7	1.70	10.00
* Housing Officer	2	2	2	7	1.70	10.00
<b>Unit F - 320-Bed Cellblock (Female GP / Segregation)</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	2	2	2	7	1.70	10.00
* Housing Officer	2	2	2	7	1.70	10.00
* Housing Officer - Segregation	1	1	1	7	1.70	5.00
<b>Unit G - 320-Bed Cellblock</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	2	2	2	7	1.70	10.00
* Housing Officer	2	2	2	7	1.70	10.00



**FLORENCE CORRECTIONAL CENTER**

**Florence, Arizona**

**1,900 Beds (1,860 Federal / 40 VT)**

**VT CONTRACT STAFFING PATTERN**

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
<b>UNIT MANAGEMENT</b>						
<b>Unit H - 300-Bed Cellblock</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	1	1	1	7	1.70	5.00
* Housing Officer	2	2	1	7	1.70	9.00
<b>Unit J - 320-Bed Cellblock</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	2	2	2	7	1.70	10.00
* Housing Officer	2	2	2	7	1.70	10.00
<b>Unit L - 320-Bed Cellblock</b>						
Unit Manager	1	0	0	5	1.00	1.00
Case Manager	2	0	0	5	1.00	2.00
Correctional Counselor	1	1	0	5	1.00	2.00
* Pod Control Officer	2	2	2	7	1.70	10.00
* Housing Officer	2	2	2	7	1.70	10.00
<b>Segregation - 104-Bed Cellblock</b>						
Assistant Shift Supervisor	1	0	0	5	1.00	1.00
SCO	0	1	0	7	1.70	2.00
* Housing Officer	3	3	2	7	1.70	14.00
<b>TOTAL</b>						<b>173.50</b>

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
<b>MAINTENANCE</b>						
Maintenance Supervisor	1	0	0	5	1.00	1.00
Assistant Maintenance Supervisor	0	1	0	5	1.00	1.00
Maintenance Worker	4	2	0	5	1.00	6.00
Administrative Clerk	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>9.00</b>

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
<b>SERVICES</b>						
Manager, Warehouse/Commissary	1	0	0	5	1.00	1.00
Warehouse/Commissary Worker	3	0	0	5	1.00	3.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Assistant Food Service Manager	0	1	0	5	1.00	Contract
** Food Service Supervisor	2	1	0	7	1.40	Contract
<b>TOTAL</b>						<b>4.00</b>

	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
<b>PROGRAMS</b>						
Chaplain	2	0	0	5	1.00	2.00
Recreation Supervisor	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
** Contract Attorney				CONTRACT / PRN		
<b>TOTAL</b>						<b>4.00</b>

**FLORENCE CORRECTIONAL CENTER**  
**Florence, Arizona**  
**1,900 Beds (1,860 Federal / 40 VT)**

**VT CONTRACT STAFFING PATTERN**

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
EDUCATION	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Library Aide	1	1	0	5	1.00	2.00
** Librarian	CONTRACT / PRN					
<b>TOTAL</b>						<b>2.00</b>

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
HEALTH SERVICES 8-HOUR SHIFTS	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
Physician (CMA)	2	0	0	5	1.00	2.00
ARNP/PA (CMA)	1	0	0	5	1.00	1.00
Dentist (CDA)	1	0	0	5	1.00	1.00
Dental Assistant	1	0	0	5	1.00	1.00
Dental Assistant, Part-Time	1	0	0	5	0.25	0.25
Clinical Supervisor (RN)	1	0	0	5	1.00	1.00
RN - CQI	1	0	0	5	1.00	1.00
LPN	1	0	0	5	1.00	1.00
Certified Medical Assistant	1	1	0	5	1.00	2.00
Psychologist/ LCSW	1	0	0	5	1.00	1.00
Mental Health Coordinator	1	0	0	5	1.00	1.00
X-Ray Technician	1	0	0	5	1.00	1.00
Medical Records Clerk	2	0	0	5	1.00	2.00
** Psychiatrist	CONTRACT / 16 HOURS PER WEEK					
** Dentist	CONTRACT / PRN					
** Optometrist	CONTRACT / PRN					
** ARNP/PA	CONTRACT / PRN					

	1ST	2ND	DAYS	RELIEF	TOTAL
HEALTH SERVICES 12-HOUR SHIFTS	SHIFT	SHIFT	COVERED	FACTOR	STAFF
RN	3	1	7	2.20	8.80
LPN	2	2	7	2.20	8.80
<b>TOTAL</b>					<b>33.85</b>

\* Post positions included in the Correctional Officer job classification.

FLORENCE1900-USMS-ICE-VT-06/03/11

\*\* Positions hired on a contractual or fee basis for services rendered.

\*\*\* Positions are not budgeted - only to be used when savings are accrued from turnover and vacancies.

**LEE ADJUSTMENT CENTER**  
**Beattyville, Kentucky**  
**550 Beds (VT Inmates)**

**VT CONTRACT STAFFING PATTERN**

<b>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</b>	
MANAGEMENT/SUPPORT	12.00
SECURITY/OPERATIONS	66.00
UNIT MANAGEMENT	60.00
MAINTENANCE	5.00
SERVICES	2.00
PROGRAMS	2.00
HEALTH SERVICES	12.40
EDUCATION	6.00
<b>TOTAL</b>	<b>165.40</b>

<b>MANAGEMENT/SUPPORT</b>	<b>1ST SHIFT</b>	<b>2ND SHIFT</b>	<b>3RD SHIFT</b>	<b>DAYS COVERED</b>	<b>RELIEF FACTOR</b>	<b>TOTAL STAFF</b>
Warden	1	0	0	5	1.00	1.00
Assistant Warden	1	0	0	5	1.00	1.00
Training Manager	1	0	0	5	1.00	1.00
Business Manager	1	0	0	5	1.00	1.00
Accounting Clerk	1	0	0	5	1.00	1.00
Manager, Human Resources	1	0	0	5	1.00	1.00
Manager, Quality Assurance	1	0	0	5	1.00	1.00
Safety Manager	1	0	0	5	1.00	1.00
Investigator / STG	1	0	0	5	1.00	1.00
Mailroom Clerk	1	0	0	5	1.00	1.00
Secretary	1	0	0	5	1.00	1.00
Administrative Clerk	2	0	0	5	0.50	1.00
<b>TOTAL</b>						<b>12.00</b>

<b>SECURITY/OPERATIONS 8-HOUR SHIFTS</b>	<b>1ST SHIFT</b>	<b>2ND SHIFT</b>	<b>3RD SHIFT</b>	<b>DAYS COVERED</b>	<b>RELIEF FACTOR</b>	<b>TOTAL STAFF</b>
Chief of Security	1	0	0	5	1.00	1.00
SCO-DHO	1	0	0	5	1.00	1.00
SCO-Canine	1	0	0	5	1.00	1.00
SCO - Housing Zone	0	1	0	7	1.68	2.00
*SCO-Transportation	2	0	0	5	1.00	2.00
*Transportation Officer	2	0	0	5	1.00	2.00
*Intake/Property Officer	1	0	0	5	1.00	1.00
*Vehicle Sallyport Officer	1	0	0	5	1.00	1.00
*Medical Officer	1	1	1	5	1.20	3.60
*Laundry/Tool Room Officer	1	0	0	5	1.00	1.00
<b>SECURITY/OPERATIONS 12-HOUR SHIFTS</b>	<b>1ST SHIFT</b>	<b>2ND SHIFT</b>		<b>DAYS COVERED</b>	<b>RELIEF FACTOR</b>	<b>TOTAL STAFF</b>
Shift Supervisor	1	1		7	2.26	5.00
Assistant Shift Supervisor	1	1		7	2.26	5.00
*Utility/Search & Escort Officer	2	1		7	2.26	6.78
*Front Entrance (Lobby) Officer	1	0		7	2.26	2.26
*Central Control Officer	2	2		7	2.26	9.04
*Perimeter Patrol Officer	1	1		7	2.26	4.52
*Yard Officer	2	2		7	2.26	9.04

**LEE ADJUSTMENT CENTER**  
**Beattyville, Kentucky**  
**550 Beds (VT Inmates)**

**VT CONTRACT STAFFING PATTERN**

<b>SECURITY/OPERATIONS</b>	1ST	2ND	DAYS	RELIEF	TOTAL
<b>12-HOUR SHIFTS</b>	SHIFT	SHIFT	COVERED	FACTOR	STAFF
* Recreation Officer	4	0	7	2.26	9.04
* Kitchen Officer	1	0	7	2.26	2.26
<b>TOTAL</b>					<b>66.00</b>

<b>UNIT MANAGEMENT</b>	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
<b>8-HOUR SHIFTS</b>	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Chief of Unit Management	1	0	0	5	1.00	1.00
Unit Manager	2	0	0	5	1.00	2.00
Case Manager	3	0	0	5	1.00	3.00
Correctional Counselor	2	2	0	5	1.00	4.00
Assistant Shift Supervisor- SMU	1	0	0	5	1.00	1.00
Records Clerk	1	0	0	5	1.00	1.00
Administrative Clerk - Classification	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00

<b>UNIT MANAGEMENT</b>	1ST	2ND	DAYS	RELIEF	TOTAL
<b>12-HOUR SHIFTS</b>	SHIFT	SHIFT	COVERED	FACTOR	STAFF
<b>NORTH DORM (50 Beds)</b>					
* Housing Officer	1	1	7	2.26	4.52
<b>SOUTH DORM (212 Beds)</b>					
* Housing Officer	1	1	7	2.26	4.52
<b>WEST UNIT (256 Beds)</b>					
* Pod Control Officer	0	2	7	2.26	4.52
* Housing Officer	5	2	7	2.26	15.82
<b>SMU (48 Beds)</b>					
SCO	0	1	7	2.26	3.00
* Pod Control Officer	1	1	7	2.26	4.52
* Housing Officer	2	2	7	2.26	9.04
<b>TOTAL</b>					<b>60.00</b>

<b>MAINTENANCE</b>	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Maintenance Supervisor	1	0	0	5	1.00	1.00
Maintenance Worker	3	1	0	5	1.00	4.00
<b>TOTAL</b>						<b>5.00</b>

<b>SERVICES</b>	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Commissary Coordinator ***	1	0	0	5	1.00	1.00
Warehouse/Commissary Clerk ***	1	0	0	5	1.00	1.00
** Food Service Manager	1	0	0	5	1.00	Contract
** Food Service Supervisor	1	1	0	7	1.40	Contract
<b>TOTAL</b>						<b>2.00</b>

<b>PROGRAMS</b>	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Recreation Supervisor	1	0	0	5	1.00	1.00
Chaplain	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>2.00</b>

**LEE ADJUSTMENT CENTER**  
**Beattyville, Kentucky**  
**550 Beds (VT Inmates)**

**VT CONTRACT STAFFING PATTERN**

	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
HEALTH SERVICES	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Health Services Administrator	1	0	0	5	1.00	1.00
Dentist (CDA), Part-Time	1	0	0	5	0.40	0.40
Dental Assistant, Part-Time	1	0	0	5	0.40	0.40
RN	1	1	1	7	1.68	5.04
LPN	0	1	1	7	1.68	3.36
LPN	1	0	0	5	1.20	1.20
Medical Records Clerk	1	0	0	5	1.00	1.00
** ARNP/PA	CONTRACT / 24 HOURS PER WEEK					
** Physician	CONTRACT / 8 HOURS PER WEEK					
** Psychiatrist	CONTRACT / 6 HOURS PER WEEK					
** Psychologist	CONTRACT / 24 HOURS PER WEEK					
<b>TOTAL</b>						<b>12.40</b>


	1ST	2ND	3RD	DAYS	RELIEF	TOTAL
EDUCATION	SHIFT	SHIFT	SHIFT	COVERED	FACTOR	STAFF
Instructor Supervisor	1	0	0	5	1.00	1.00
Academic Instructor	1	0	0	5	1.00	1.00
Vocational Instructor	2	0	0	5	1.00	2.00
Library Aide	1	0	0	5	1.00	1.00
Administrative Clerk	1	0	0	5	1.00	1.00
<b>TOTAL</b>						<b>6.00</b>

\* Post positions included in the Correctional Officer job classification.

LAC550-VTRFP-12HOUR-06/02/11

\*\* Positions hired on a contractual or fee basis for services rendered.

\*\*\* Salary and benefits of commissary staff reimbursed commissary profits.

 <b>CORRECTIONS CORPORATION OF AMERICA</b>	POLICY TITLE		Suicide Management		
	CHAPTER	13	POLICY NUMBER	13-84	Page 1 of 6
	EFFECTIVE DATE		SUPERSEDES DATE		
	AUGUST 23, 2009		OCTOBER 22, 2007		
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Bill Andrade, MD</i> <i>Chief Medical Officer</i>	FACILITY NAME	LEE ADJUSTMENT CENTER			
	FACILITY EFFECTIVE DATE		FACILITY SUPERSEDES DATE		
	FEBRUARY 1, 2010		JUNE 1, 2008		
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Richard P. Seifer</i> <i>Executive Vice President/Chief Corrections Officer</i>					
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>G.A. Puryear, IV</i> <i>Executive Vice President/General Counsel</i>					

### 13-84.1 POLICY:

CCA Health Services Department will provide for suicide management through assessment, patient safety interventions, and treatment.

### 13-84.2 AUTHORITY:

CCA Company Policy

### 13-84.3 DEFINITIONS:

Licensed Independent Practitioners (LIP) – For the purpose of this policy only, Physicians, Physician's Assistant, Advanced Registered Nurse Practitioner and Psychiatrist. Each LIP shall perform duties according to the state scope of practice guidelines.

Protective Factors – Patient characteristics or factors associated with avoidance of self-harm behavior.

Qualified Health Care Professional (QHCP) – Includes physicians, physician assistants, nurse practitioners, nurses, dentists, mental health professionals, and others who by virtue of their education, credentials, and experience are permitted by law within the scope of their professional practice acts to evaluate and care for patients.

Qualified Mental Health Professionals (QMHP) – Includes psychiatrists, psychologists, psychiatric social workers, psychiatric nurses and others whom by virtue of their education, credentials and experience are permitted by law to evaluate and care for the mental health needs of patients.

Risk Factors – Historical factors or other patient characteristics associated with self-harm behavior.

Self-Injurious Behavior – Actions that result in self-harm.

Suicidal – Pre-occupation with thoughts of self-harm or actively engaging in behavior that is likely to cause serious bodily harm, with the intended and explicit purpose of ending one's life.

Suicidal Gestures – Statements, threats and behavior that suggests thoughts, intent or plan to harm oneself.

Suicide Precautions with Constant Observation – Twenty-four (24) hour direct one-on-one observation of inmates/residents who are actively suicidal as evidenced by engaging in behavior that is likely to cause death. This type of observation will be used for inmates/residents who are initially placed under suicide watch and then per written order of an LIP as defined in this policy.

Suicide Precautions without Constant Observation – Twenty-four (24) hour observation (per written order of an LIP as defined in this policy) of inmates/residents who are engaged in suicidal ideation, verbal threats, self-harm, or who exhibit self-injurious or destructive behavior, or demonstrating other concerning behaviors. This type of observation requires staff to be present, within sight or sound

distance, and to perform direct visual observation on a varied schedule of one (1) minute to fifteen (15) minutes but not to exceed fifteen (15) minutes.

#### 13-84.4 PROCEDURES:

##### PROCEDURES INDEX

SECTION	SUBJECT
A	Initial Identification/Screening
B	On-Going Identification/Screening
C	Safe Housing/Supervision
D	Suicide Attempt
E	Downgrading and Discontinuation
F	Transfer
G	Follow-Up

#### A. INITIAL IDENTIFICATION/SCREENING

1. An initial mental health screening will be performed by health trained or QHCP upon the inmate/resident's arrival to the facility.
  - a. Patient inmates/residents will be screened utilizing the 13-50A Initial Health Screening form. Screening will include inquiry regarding:
    - i. Past suicidal ideation and/or attempts;
    - ii. Current ideation, threat, plan;
    - iii. Prior mental health treatment/hospitalization;
    - iv. Recent significant loss (job, relationship, death of family member/close friend, etc.);
    - v. History of suicidal behavior by family member/close friend; and
    - vi. Suicide risk during prior confinement.
  - b. The 13-50A Initial Health Screening form is a screening inventory and **IS NOT** the only guide for referral to mental health services.
  - c. The patient inmate/resident's prior medical, mental health, and suicide risk during prior confinement will be verified through either manual or management information system review.
2. During the full health appraisal, the LIP will evaluate any signs, symptoms, or information received by the patient inmate/resident that may require referral to mental health staff for additional assistance.
3. A comprehensive mental health evaluation will be completed in accordance with CCA Policy 13-61 Mental Health Services.

#### B. ON-GOING IDENTIFICATION/SCREENING

Due to the strong association between patient inmate/resident suicide and special management housing assignment (e.g. disciplinary, administrative, or protective custody segregation), any patient inmate/resident assigned to a special management unit will receive a pre-segregation health evaluation (See CCA Policy 13-42, Segregation Access to Health Care) for early detection of potential suicide risk.

#### C. SAFE HOUSING/SUPERVISION

1. When observation, history, or interview suggests that a patient inmate/resident is potentially suicidal or following a suicide attempt, the following steps will be taken.
  - a. Initially patient inmates/residents will be placed in a cell under suicide precautions **with** constant observation (i.e. twenty-four [24] hour direct one-on-one observation) pending further direction from an LIP.
    - i. The cell should be as suicide resistant as is reasonably possible (free of all obvious protrusions and provide full visibility to staff).
      - Ordinarily, suicide precaution will occur in the Health Services Department in a suicide resistant cell.
      - When ordered by an LIP, suicide precaution may alternately occur in an approved suicide resistant cell in segregation or another area of the facility.
      - In cases where suicide precautions occur in a cell other than an approved suicide safe cell, the Managing Director, Facility Operations and Regional Director, Health Services will be notified.
    - ii. Until assessed by a QMHP, only the following items will be permitted in the cell:
      - Undergarments (unless an LIP determines these present a risk of self-harm),
      - Suicide smock and/or blanket (when clothing is removed from a suicidal patient inmate/resident the inmate/resident will be issued a safety garment or other protective clothing that is suicide resistant and prevents humiliation and degradation),
      - Safety mattress (tear resistant).
    - iii. All other personal belongings, objects, and clothing that could be used in a suicidal manner are to be initially removed.
    - iv. Finger foods only will be permitted, eating utensils and plastic wrap are prohibited.
    - v. The patient inmate/resident's behavior will be observed and documented by staff on the 13-63A Monitoring Form from initial placement until release from suicide precaution status.
  - b. The appropriate LIP will be notified and an order will be written in the chart with a SOAP note detailing reasons for placement.
    - i. An LIP, who has order-writing privileges, may authorize suicide precautions **with** or **without** constant observation.
      - Patient inmates/residents under suicide precautions **with** constant observation will have twenty-four (24) hour direct one-on-one observation.
      - Patient inmates/residents under suicide precautions **without** constant observation will have twenty-four (24) hour observation with staff present, within sight or sound distance. Observation will include direct visual observation on a varied schedule of one (1) minute to fifteen (15) minutes, but not to exceed fifteen (15) minutes.



## ii. Restraints

Restraint/Equipment use must be in accordance with CCA Policy 13-69 Personal Restraint. QHCP are to use the least restrictive management orders that are consistent with clinical conditions.

- Use of soft restraints and protective helmets may be authorized by the LIP or by QHCP with verbal approval from the LIP. Written orders must be obtained within twenty-four (24) hours.

- c. The patient inmate/resident will be evaluated by a QMHP as soon as reasonably possible but within forty-eight (48) hours (seventy-two [72] hours for holidays and weekends) of placement. The evaluation will be documented on the 13-84A Self-Harm/Suicide Risk Assessment. At that time, the QMHP will develop a plan of care for the patient inmate/resident that will include at least a daily assessment by the QMHP or QHCP. The plan of care will focus on patient safety, reduction of self-harm risk factors, and enhancement of protective factors associated with avoidance of self-harm behavior. The QMHP assessment may also determine which personal belongings, if any, may be returned to the patient inmate/resident.

## D. SUICIDE ATTEMPT

1. Any employee who discovers a patient inmate/resident engaging in self-harm shall immediately:
  - a. Request assistance and notify health services staff.
  - b. Survey the scene to assess the severity of the emergency. This assessment includes determining that the area is safe to enter.
  - c. If the suicide attempt involves hanging by the neck, alert other staff to retrieve the cut down tool and make every effort to relieve the pressure off the victim's neck.
  - d. Begin standard first aid and/or CPR as necessary.
  - e. Preserve the area as a crime scene, until otherwise determined by the Warden/Administrator or Administrative Duty Officer.
2. Employees shall never presume that the victim is dead, but rather initiate and continue appropriate life-saving measures until relieved by arriving medical personnel.
3. Although not all suicide attempts require emergency medical intervention, all suicide attempts shall result in immediate intervention and assessment by the Health Services Department.

## E. DOWNGRADING/DISCONTINUATION

1. Patient inmates/residents under suicide precaution **with** or **without** constant observation may not be downgraded or discharged from suicide precautions until a QMHP:
  - a. Reviews the patient inmate/resident's medical record;
  - b. Confers with correctional personnel regarding the patient inmate/resident's behavior;
  - c. Assesses the patient inmate/resident using 13-84A (if downgrading or discontinuation occurs prior to the assessment required in C.1.c. above, it will be completed at this time);

- d. Writes a progress note; and
- e. Develops and/or updates a written plan of care.

- 2. The QMHP is required to collaborate with the appropriate LIP (i.e., psychiatrist in facilities having this staff or contract position) to confer on the patient inmate/resident's status. In the event that the state scope of practice does not permit orders by a QMHP, the LIP will provide written or verbal approval of the order based on the QMHP consultation and recommendation.

#### F. TRANSFER

In the event a patient inmate/resident on suicide precaution is being transferred from the custody of CCA, the patient inmate/resident's suicide precaution status will be documented on the 13-86A Transfer/Release Screening form to ensure continuity of care.

#### G. FOLLOW-UP

- 1. In order to ensure continuity of care for suicidal patient inmates/residents, all patient inmates/residents discharged from suicide precautions shall remain on the mental health caseload and receive regularly scheduled follow-up assessments by mental health staff until the patient inmate/resident is transferred or released from the facility.
  - a. Unless the patient inmate/resident's individual treatment plan directs otherwise, the reassessment schedule shall be as follows:
    - i. Daily for the first five (5) days;
    - ii. Then once a week for two (2) weeks; and
    - iii. Then once every month until the patient inmate/resident is released from treatment by the QMHP.
  - b. In the absence of a QMHP, follow-up assessments may be performed by an LIP. For daily contacts, a QHCP may conduct follow-up assessments in consultation with a QMHP or LIP via telephone (e.g. weekends and holidays).
- 2. Mortality and Morbidity Review Process
  - a. All completed suicides and suicide attempts requiring outside medical treatment shall be examined through a mortality and morbidity review process in accordance with CCA Policy 13-52 Quality Management Program.
  - b. The review shall be multidisciplinary and include correctional, medical, and mental health personnel.
  - c. The review process shall include a critical inquiry of the following:
    - i. Circumstances surrounding the incident;
    - ii. Facility procedures relevant to the incident;
    - iii. All relevant training received by involved staff;
    - iv. Pertinent medical and mental health services/reports involving the victim;
    - v. Possible precipitating factors leading to the suicide or serious attempt; and
    - vi. Recommendations, if any, for changes in policy, training, physical plant, medical or mental health services, and operational procedures.

3. Critical Incident Debriefing

Health Services staff will participate in critical incident debriefings as described in CCA Policy 5-1 Incident Reporting. The Chaplain, mental health staff, or appropriate designee will provide debriefing to staff and inmates/residents who are affected by critical incidents at the facility.

**13-84.5 REVIEW:**

The Chief Medical Officer or qualified designee will review this policy on an annual basis.

**13-84.6 APPLICABILITY:**

All CCA Facilities (Provided contractual requirements do not mandate otherwise)

**13-84.7 APPENDICES:**

None

**13-84.8 ATTACHMENTS:**

13-84A Self-Harm/Suicide Risk Assessment

13-50A Initial Health Screening

13-63A Monitoring Form

13-86A Transfer/Release Screening

**13-84.9 REFERENCES:**

CCA Policy 5-1

CCA Policy 9-19

CCA Policy 13-42

CCA Policy 13-50

CCA Policy 13-52

CCA Policy 13-61

CCA Policy 13-63

CCA Policy 13-69

CCA Policy 13-86

ACA 4-4373M/4-ALDF-4C-32M


4-4416/4-ALDF-4C-33

NCCHC P-G-05E/J-G-05E

JCAHO EC.1.10

EC.1.20

PC.5.60

	1-11 POLICY/POST ORDER CHANGE NOTICE (PCN)		Page 1 of 2
	Policy/PO Number:	13-84	Policy/PO Effective Date: 08/23/09
TITLE: SUICIDE MANAGEMENT			
PCN ASSIGNED NUMBER		PCN EFFECTIVE DATE	
13-84(01)		DECEMBER 8, 2010	
FACILITY		LEE ADJUSTMENT CENTER	
FACILITY EFFECTIVE DATE		FACILITY SUPERSEDES (as applicable)	
MAY 1, 2011		NONE	
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Bill Andrade, MD</i> <i>Chief Medical Officer</i>			
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Richard P. Seiter</i> <i>Executive Vice President/Chief Corrections Officer</i>			
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Steve Groom</i> <i>Executive Vice President/General Counsel</i>			

PCN's will be located on the top of the affected policy/post order in chronological order (for hard copy policy/post order manuals) and will be available in electronic policy/post order manuals. PCN's shall be removed and archived with the affected policy/post order once the policy/post order has been superseded.

ADD

DELETE

CHANGE TO/FROM

**13-84.4 A.1.**

**CHANGE FROM:**

An initial mental health screening will be performed by health trained or QHCP upon the inmate/resident's arrival to the facility.

**CHANGE TO:**

An initial mental health screening will be performed by health trained staff or QHCP upon the inmate/resident's arrival to the facility.

**13-84.4 A.1.a.**

**CHANGE FROM:**

- a. Patient inmates/residents will be screened utilizing the 13-50A Initial Health Screening form. Screening will include inquiry regarding:
- i. Past suicidal ideation and/or attempts;
  - ii. Current ideation, threat, plan;
  - iii. Prior mental health treatment/hospitalization;
  - iv. Recent significant loss (job, relationship, death of family member/close friend, etc.);
  - v. History of suicidal behavior by family member/close friend; and
  - vi. Suicide risk during prior confinement.

10/12/09

**CHANGE TO:**

- a. Patient inmates/residents will be screened utilizing the 13-50A Initial Health Screening form. Screening will include inquiry regarding:
- i. Current medications and mental health treatment;
  - ii. Past suicidal ideation and/or attempts;
  - iii. Current ideation, threat, plan;
  - iv. Prior mental health treatment/hospitalization;
  - v. Recent significant loss (job, relationship, death of family member/close friend, etc.);
  - vi. History of suicidal behavior by family member/close friend; and
  - vii. Suicide risk during prior confinement.

## Self-Harm / Suicide Assessment

**Inmate/Resident Name:** \_\_\_\_\_ **Inmate/Resident Number:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Gender:**  Male  Female **Marital Status:**  Single  Married/CL  Divorced/Separated (when?) \_\_\_\_\_

**SECTION 1: RISK FACTORS (Historic and Recent)**

<input type="checkbox"/> Yes <input type="checkbox"/> No	Psychiatric hospitalization, outpatient treatment, or medication:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Suicidal ideation, attempt(s):
<input type="checkbox"/> Yes <input type="checkbox"/> No	Diagnosis associated with suicidal behavior (e.g., Axis I – mood, bipolar, psychotic disorders):	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sudden calm following ideation or attempt
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Upset over failed suicide attempt
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Release from psychiatric inpatient status
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Poor compliance with treatment / medication
<input type="checkbox"/> Yes <input type="checkbox"/> No	Interpersonal violence	<input type="checkbox"/> Yes <input type="checkbox"/> No	Abnormal response to incarceration
<input type="checkbox"/> Yes <input type="checkbox"/> No	Impulsive behavior	<input type="checkbox"/> Yes <input type="checkbox"/> No	Prison conflict / fear for safety
<input type="checkbox"/> Yes <input type="checkbox"/> No	Victimization due to criminal violence	<input type="checkbox"/> Yes <input type="checkbox"/> No	Relationship loss / relationship problems
<input type="checkbox"/> Yes <input type="checkbox"/> No	Family history of suicide attempts or Axis I diagnosis requiring hospitalization	<input type="checkbox"/> Yes <input type="checkbox"/> No	Lack of social support (or perception)
		<input type="checkbox"/> Yes <input type="checkbox"/> No	Events causing humiliation, shame, despair
<input type="checkbox"/> Yes <input type="checkbox"/> No	Drug / alcohol abuse or dependence	<input type="checkbox"/> Yes <input type="checkbox"/> No	Significant medical illness / chronic pain
<input type="checkbox"/> Yes <input type="checkbox"/> No	Sex offense(s) involving children	<input type="checkbox"/> Yes <input type="checkbox"/> No	Recent disciplinary action
<input type="checkbox"/> Yes <input type="checkbox"/> No	Anxiety, agitation, fearful	<input type="checkbox"/> Yes <input type="checkbox"/> No	Recent bad news

**SECTION 2: DIRECT INQUIRY**

<input type="checkbox"/> Yes <input type="checkbox"/> No	Suicide ideation or thoughts of dying are presented (describe):
<input type="checkbox"/> Yes <input type="checkbox"/> No	Self harm plan and intent is present (describe):

**SECTION 3: PROTECTIVE FACTORS (Current)**

<input type="checkbox"/> Yes <input type="checkbox"/> No	Supportive spouse	<input type="checkbox"/> Yes <input type="checkbox"/> No	Supportive family / friends
<input type="checkbox"/> Yes <input type="checkbox"/> No	Children at home	<input type="checkbox"/> Yes <input type="checkbox"/> No	Religious / spiritual / cultural support
<input type="checkbox"/> Yes <input type="checkbox"/> No	Job assignment	<input type="checkbox"/> Yes <input type="checkbox"/> No	Willing to discuss / address problems
<input type="checkbox"/> Yes <input type="checkbox"/> No	Exercises regularly	<input type="checkbox"/> Yes <input type="checkbox"/> No	Psychotropic medication
<input type="checkbox"/> Yes <input type="checkbox"/> No	Group activities	<input type="checkbox"/> Yes <input type="checkbox"/> No	Medication compliant, therapeutic alliance
<input type="checkbox"/> Yes <input type="checkbox"/> No	Future orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No	Absence of symptoms of psychosis

**SECTION 4: Narrative (SOAP format) / Interventions to Address Safety and Treatment Needs**

**(S)** Reason for assessment, patient report not noted above: \_\_\_\_\_

**(O)** History, known factors, observations not noted above: \_\_\_\_\_

**(A)** Assessment: \_\_\_\_\_

**(P)** Plan (describe only interventions or plans not indicated below): \_\_\_\_\_

**Interventions Selected to Address Safety and Treatment Needs:**

**Placement:**

- Suicide Precaution with constant observation
- Suicide Precaution without constant observation
- Mental Health Observation
- Return to housing unit

**Referral for / Delivery of Care:** (Note any actions taken at time of patient contact)

- Psychiatry clinic (for initiation or adjustment of medication) \_\_\_\_\_
- Mental health outpatient treatment (cognitive-behavioral or other intervention) \_\_\_\_\_
- Not applicable

**Plan for follow-up:** Date: \_\_\_\_\_ Clinician: \_\_\_\_\_

Mental Health Professional Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Catlin Specialty Insurance Company	15989-001
INSURED		INSURER B: National Union Fire Insurance Company	19445-002
Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215		INSURER C: Chartis Specialty Insurance Company	26883-005
		INSURER D: New Hampshire Insurance Company	23841-001
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15766674 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	Y		XGC2015700412	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4309455	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			8125184	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS 061967463 CA 061967464 FL 061967465 TX 061967466	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Healthcare Professional Liability Claims Made Form			PLM2015480412	4/1/2011	4/1/2012	\$5,000,000 Each Loss \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

See Attached

CERTIFICATE HOLDER CANCELLATION

State of Vermont Attn: Dept. of Corrections 1229 Portland Street, Suite 101 St. Johnsbury, VT 05819	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

Y		NAMED INSURED	
Willis of Tennessee, Inc.		Corrections Corporation of America	
POLICY NUMBER		10 Burton Hills Blvd.	
See First Page		Nashville, TN 37215	
CARRIER	NAIC CODE	EFFECTIVE DATE: See First Page	
See First Page			

**ADDITIONAL REMARKS**  
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation - New Jersey  
 Carrier: New Hampshire Insurance Company  
 Policy Number: 061967467  
 Policy Period: 04/01/2011 - 04/01/2012  
 Limits:  
 \$1,000,000 EL Each Accident  
 \$1,000,000 EL Disease - Each Employee  
 \$1,000,000 EL Disease - Policy Limit

It is agreed that State of Vermont is included as an Additional Insured as respects to General Liability.