

I. GENERAL INFORMATION

Agency/Department: AHS/Department of Corrections
Contractor: Prison Health Services, Inc
Address: 105 Westpark Drive, Suite 200, Brentwood, TN 37027
Fed. ID or Social Security #: 23-2108853
VT Dept of Taxes Business Acct #: F-26619 (if required by law)
Start Date: February 1, 2005 End Date: January 31, 2008
Summary of contract or amendment: Amend Attachment A, add new Attachment G, H and K

II. FINANCIAL INFORMATION

Maximum amt. payable under contract : \$29,534,793.00 If renewal prior contract #
If amendment, amount of change: Prior Maximum Amount: \$29,534,793.00
Rate: Prior Rate:
Source of Funds: Gen. Fund 100 % Fed. Source % Other % Source
Finance Codes (Appropriation and AID #): 3480004010 03520
Vendor Number: 182150

III. SUITABILITY OF PERSONAL SERVICES CONTRACT

Yes No Does this contract include any supplies, materials, parts or commodities?
 Yes No Does this contractor meet all three parts of the "ABC" definition of independent contractor?
(See Bulletin 3.5). If not, please indicate why this work is being arranged through a contract.
 Yes No Is agency liable for income tax withholding or F.I.C.A.?
 Yes No Should contractor be paid on the state payroll?

IV. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses to compete for the work authorized by this contract. The agency has done this through:
Formal bid or RFP Simplified bid process Other process (explain)
EBB #: CO137 Renewal #:

V. CONFLICT OF INTEREST

I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.
 Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this contractor was selected for improper reasons? (If yes, explain)

VI. PAYMENT VERIFICATION

Yes No I want the Financial Operations Division to verify that payments under this contract agree with its payment provisions. If I check "NO", I understand that my agency must insure that payments made are in accordance with the provisions of the contract.

VII. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No This contract must be approved by the Attorney General under 3 VSA § 311(a)(10) (over \$10,000)
(Yes No Already performed by in-house A.A.G.?)
 Yes No I request the Attorney General to review this contract as to form.
(Yes No Already performed by in-house A.A.G.?)
 Yes No This contract must be approved by the Secretary of Administration.

VIII. AGENCY HEAD CERTIFICATION

I have made reasonable inquiry as to the accuracy of the above information

4/14/05 *[Signature]*
Date Agency of Department Head

4/14/05 *[Signature]*
Date/Approval by Attorney General as to form under 3 VSA § 311(a)(10)

Date Approval by Secretary of Administration

90% Cynthia D. Lawrence 4/14/05

4/14/05

AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and Prison Health Services, Inc of Brentwood, TN (hereafter called "Contractor") that contract # 7891 dated 2/1/05 between said State and Contractor is hereby amended as follows:

- 1) Attachment A, Contract For Services, Specifications Of Work To Be Performed, Subsection V., Administrative Services, shall read as follows:

Subsection B. Contract Implementation and Initiation Orientation

a. **Implementation**

As part of its proposal, Contractor submitted a Gantt chart summarizing key implementation tasks and anticipated timeframes for the completion of these tasks. In consultation with the DOC, Contractor developed a more detailed implementation plan delineating key milestones and associated start and end dates. This revised implementation plan is included as Attachment G of the contract. Contractor shall meet with DOC representatives weekly to report implementation status, issues and adherence to implementation timeframes reflected in Attachment G. The State and/or its designees shall monitor Contractor's readiness throughout the implementation period, and may issue requests for corrective action plans, as appropriate, should Contractor fail to meet key milestones that jeopardize successful implementation.

In the event that Contractor fails to be fully operational by April 15, 2005, Contractor may be charged up to \$25,000 per day until full operational status has been achieved. On April 15, 2005, the Vermont DOC Administration will notify Contractor in writing of its assessment of operational status – fully operational or non-compliant. Compliance shall be based upon completion of the key milestones in Attachment G, as determined by the VDOC. The DOC shall detail all compliance shortfalls by facility and function. Contractor will develop detailed corrective action plans for all non-compliant facilities and functions within five calendar days of receipt of the DOC operational assessment letter.

Once the DOC has notified Contractor in writing that full operational status has been achieved, this provision (and its associated performance guarantee) will no longer be applicable for the remainder of the contract.

Subsection Q. Performance Guarantees

g. **Implementation Plan**

In the event that Contractor fails to be fully operational by April 15, 2005, Contractor may be charged up to \$25,000 per day until full operational status has been achieved. The size of the penalty shall be proportionate to Contractor's shortfall in operational readiness. The VDOC shall determine completion of the key milestones in PHS' Implementation Plan on April 15, 2005, and notify Contractor in writing of its assessment of operational status – fully operational or non-compliant – detailing all compliance shortfalls by facility and function. Detailed corrective action plan(s) for all non-compliant facilities and functions are required from PHS within five calendar days of the DOC operational assessment letter.

Once the DOC has notified Contractor in writing that full operational status has been achieved, this performance guarantee will no longer be applied throughout the remainder of the contract period.

2) The following language is added to the end of Attachment A, III, Personnel Services, A. Overview:

The DOC recognizes that demand for staffing coverage is subject to change as the mission, size and role of the specific DOC institutions change. It behooves the DOC and the Contractor to have flexibility in responding to these demands. To insure that staff assignments match the clinical and/or administrative need of each site, and that staff are optimally deployed throughout the state, the DOC agrees to permit minor changes in the Staffing Matrix (Attachment H). Such minor changes shall be:

- Discussed in advance by the Executive Health Committee,
- Made in accordance with mutually-agreed upon plans between the DOC and Contractor, signed off by both parties,
- Contingent upon the total statewide number of positions remaining unchanged, and
- Memorialized in an updated Staffing Matrix, maintained by the Executive Health Committee, copied in the DOC Business Office Contract File.

In addition, the Department of Corrections received and approved a revised staffing proposal from PHS. To insure that PHS' staffing matrix met the DOC's clinical and administrative requirements, the DOC approved the proposed staffing matrix for the first four months of the contract, with the following provisos:

- The DOC and Contractor shall meet on May 2, 2005 to discuss their respective assessments of the staffing matrix,
- Any changes to the matrix, proposed by either the DOC or Contractor to improve service delivery, shall be presented at that meeting,
- Staffing changes accepted by the DOC and the Contractor which result in a reduction to the agreed-upon contract maximum amount (no increase will be accepted by the DOC), will cause the DOC to amend the contract no later than May 31, 2005.

3) The following language is added to the end of Attachment A, II, Health Care Services, W., Pharmaceuticals:

The State will cause a financial plan and design a performance audit to be conducted relative to pharmaceuticals. Said audit will be conducted on or about June 30, 2005. If in the determination of the State, savings can be achieved relative to pharmaceuticals, the State will take the pharmaceutical portion of this contract to bid and reserves the right commencing January 1, 2006, to obtain pharmaceutical products and services from a different provider. In the event that the State opts to obtain pharmaceuticals from a different provider, all other terms of this contract shall remain in effect.

4) This amendment adds new Attachment G, PHS Implementation Plan, Attachment H, Staffing Matrix, and Attachment K, Staffing Coverage Standards (attached).

Except as modified by this above amendment, and any and all previous amendments to this contract, all provisions of this contract #7891 dated 2/1/05 shall remain unchanged and in full force and effect.

The effective date of this amendment is 4/15/05.

APPROVED AS TO FORM:

STATE OF VERMONT
AGENCY OF HUMAN SERVICES
DEPARTMENT OF CORRECTIONS

MJ Salem
Attorney General's Office

Robert Hofmann
Robert Hofmann, Commissioner

Date: 4/14/06

Date: 5/3/05

CONTRACTOR: Prison Health Services, Inc.

Signed: Regis J. Dorsch
Regis J. Dorsch
(Please PRINT Signature)

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

SS#/Fed ID#: 23-2108853

Date: 4/28/05

Attachment G - PHS Implementation Plan

ID	Task Name	Start	End	April 15, 2005 Status
1	Contract Awarded ¹	12/15/04	01/12/05	Complete
2	Establish management meeting schedule and implementation agenda	12/15/04	12/17/04	Complete
3	Review implementation time frame and confirm with PHS team and DOC	12/15/04	01/31/05	Complete
4	Inform PHS subcontractors of contract award	12/15/04	12/31/04	Complete
5	Establish Pharmacy Services	12/06/04	12/24/04	Complete
6	Arrange for Back-up Pharmacy Services	12/15/04	01/10/05	Complete
7	Contact local health department and other community resources	12/15/04	12/20/04	Complete
8	Obtain current employee list and provide to PHS human resource department	11/15/04	11/22/04	Complete
9	Begin and complete facility assessment tours - all sites to include inventory of medical supplies	11/29/04	12/17/04	Complete
10	Inform CMS personnel of contract award	11/29/04	12/17/04	Complete
11	Finalize PHS and operational teams to include on site Management Team	12/06/04	01/19/05	Complete
12	Facility tours status report to client	12/22/04	12/22/04	Complete
13	Review employee retention potential with PHS resources unit and DOC	11/29/04	12/22/04	Complete
14	Negotiate and finalize facility staffing and service matrix	12/06/04	01/31/05 ²	Complete
15	Interview and make offers to current employees	12/15/04	01/18/05	Complete
16	Interview and make offers to new employees	12/15/04	02/15/05	Complete
17	Develop post orders and job responsibilities to each shift to include clinical aspects and submit to client	12/15/04	03/01/05	Complete
18	Obtain security clearance for PHS staff from client	12/15/04	01/17/05	Complete
19	Submit names of management team to client for approval	12/06/04	01/03/05	Complete
20	Develop staff meeting schedule and provide copy to client	01/04/05	01/17/05	Complete
21	Regional Director start date	01/03/05	01/03/05	Complete
22	Medical Director/Physicians start date (if new staff)	01/17/05	01/17/05	Complete
23	Program Managers start date	01/17/05	02/01/05	Complete
24	RN/LPN start date (if new staff)	01/17/05	02/01/05	Complete
25	Administrative assistants start date (if new staff)	01/24/05	02/01/05	Complete
26	New staff orientation and training	01/17/05	01/31/05	Complete
27	Pharmacy In-service for Staff	01/17/05	01/31/05	Complete
28	Orient all current employees to PHS policies to include approved protocols, PHS utilization review	01/03/05	03/01/05	Complete
29	Establish site personnel files	01/04/05	01/24/05	Complete
30	Establish payroll system - installation of Chronos clock	01/17/05	04/01/05	Complete

¹ Implementation dates contained in this Attachment were adjusted, with DOC approval, due to the delay in the contract award date from December 15, 2004 to January 12, 2005.

² To insure that PHS' staffing matrix met the DOC's clinical and administrative requirements, the DOC approved the proposed staffing matrix for the first four months of the contract, with the following provisos: 1) The DOC and Contractor shall meet on May 2, 2005 to discuss their respective assessments of the staffing matrix; 2) Any changes to the matrix, proposed by either the DOC or Contractor to improve service delivery, shall be presented at that meeting, 3) Staffing changes accepted by the DOC and the Contractor which result in a reduction to the agreed-upon contract maximum amount (no increase will be accepted by the DOC), will cause the DOC to amend the contract no later than May 31, 2005.

ID	Task Name	Start	End	April 15, 2005 Status
31	Develop emergency telephone numbers and contact information and provide to client (for both implementation and operational teams)	12/15/04	02/01/05	Complete
32	Orient staff to PHS Information System requirements as needed	01/24/05	02/15/05	Complete
33	Develop in-service training annual schedule	01/04/05	03/01/05	Complete
34	Complete review of all client's current policies, procedures, manuals and forms	12/06/04	02/28/05	Complete
35	Develop new policies and procedures, manuals and forms as needed, review with client and obtain approval	12/22/04	02/28/05	Complete
36	Develop work schedules and assignments	12/20/04	02/28/05	Complete
37	Provide proposed service schedule for client for approval	12/06/04	02/28/05	Complete
38	Develop on-call schedules as required and provide to client	12/06/04	01/31/05	Complete
39	Review and develop chronic care clinic schedules and submit to client for informational purposes	12/15/04	02/28/05	Complete
40	Obtain insurance certificates and coordinate insurance requirements with corporate counsel and provide copies to client	12/15/04	12/31/04	Complete
41	Order all medical supplies	01/10/05	01/21/05	Complete
42	Order all office supplies to include forms relevant to providing services specific to client	01/10/05	01/24/05	Complete
43	Establish petty cash fund	01/17/05	01/31/05	Complete
	Coordinate the transition of Health Service program from current provider to ensure continuity	12/15/04	01/31/05	Complete
45	Coordinate fiscal responsibility with current provider ³	12/15/04	02/25/05	Complete
46	Meet with Mental Health Provider	01/17/05	01/21/05	Complete
47	Assist in determining the requirements necessary for interface with facility MIS system	12/15/04	01/14/05	Complete
48	Coordinate, receive and install new computers	12/15/04	02/01/05	Complete
49	Install phones, fax machines, computer lines (assuming DOC network integration. If not achievable, CMS land lines will be maintained)	12/15/04	02/01/05	Complete
50	Facilitate communication access (telephones, pagers)	01/04/05	01/17/05	Complete
51	Transfer Patient Information via medication administration records for DOC inmates as of 1/15/05	01/15/05	01/21/05	Complete
52	Transfer Patient Information daily via medication administration records for DOC inmates with intakes after 1/15/05	01/15/05	01/31/05	Complete
53	Test MIS system for reporting capabilities to meet contract requirements.	01/14/05	01/31/05	Complete

³ Process requires reconciliation between the estimated supplies and equipment to be purchased by the Contractor from the incumbent and supplies and equipment left on-site as of February 1, 2005. Contractor shall complete reconciliation and compensate the incumbent no later than February 25, 2005.

Attachment H - Staffing Matrix

A. CORRECTIONAL FACILITIES SUMMARY - HOURS PER WEEK PER POSITION

	Caledonia	Chittenden	Dale	Marble Valley	Northern State	NE Regional	NW State	SE State	Southern State	Total Hours
Physicians	2	10	6	8	16	6	16	8	20	92
Physician Assistant	4	0	0	8	16	12	12	0	0	52
Nurse Practitioner	0	20	8	0	0	0	0	12	24	64
Registered Nurse	40	80	112	40	112	40	40	40	376	880
Licensed Practical Nurse	28	208	56	152 ¹	192 ²	152 ³	224	128	280	1,420
Licensed Nurses Aide	0	112	0	0	0	0	0	0	112	224
Dentist ⁴	0	32	0	0	0	0	24	0	40	96
Dental Assistant ⁵	0	32	0	0	0	0	24	0	40	96
Dental Hygienist	0	0	0	0	0	0	0	0	0	0
Medical Secretary/ Administrative Assistant	2	24	0	8	30	8	16	0	72	160
Program Manager	2	16	16	8	30	8	24	24	32	160
Vermont Regional Director	0	40	0	0	0	0	0	0	0	40
Senior Program Manager	0	40	0	0	0	0	0	0	0	40
Patient Advocate	0	40	0	0	0	0	0	0	0	40
Total Hours	78	654	198	224	396	226	380	212	996	3,364

¹ PHS is current staffing RNs (112 hours per week) in LPN positions reflected in the staffing matrix. PHS hired CMS RN staff to cover these LPN position to ensure continuity of service during the transition. PHS believes that the LPN positions reflect good operational and clinical practice, and plans to transition to LPNs in these positions over time.

² See Footnote 1. Northern State has 56 LPN hours staffed by RNs.

³ See Footnote 1. Northeast Regional has 96 LPN hours staffed by RNs.

⁴ Dentist hours are reported in the three facilities where services are rendered: Chittenden, Northwest and Southern, but include hours designated to deliver services to inmates at all nine DOC facilities.

⁵ Dental Assistant hours are reported in the three facilities where services are rendered: Chittenden, Northwest and Southern, but include hours designated to deliver services to inmates at all nine DOC facilities.

B. INDIVIDUAL FACILITIES

1) Caledonia

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director					2				2	0.05
Dentist									0	0.00
Dental Assistant									0	0.00
Physician Assistant		2		2					4	0.10
Program Manager		2							2	0.05
Administrative Ass't				2					2	0.05
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse									0	0.00
Licensed Nursing Ass't									0	0.00
<i>TOTAL HOURS/FTE-DAY</i>									50	1.25
EVENING SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	4	4	4	4	4	4	4		28	0.70
Licensed Nursing Ass't									0	0.00
<i>TOTAL HOURS/FTE-EVENING</i>									28	0.70
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse									0	0.00
Licensed Nursing Ass't									0	0.00
<i>Total Hours/ FTE-NIGHT</i>									0	0.00
Total Hours/ FTE PER WEEK									78	1.95

*TBS = To be scheduled

2) Chittenden

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Vermont Regional Director ⁶	8	8	8	8	8				40	1.00
Senior Program Manager ⁷	8	8	8	8	8				40	1.00
Patient Advocate ⁸	8	8	8	8	8				40	1.00
Medical Director		5		5					10	0.25
Dentist	8	8	8	8					32	0.80
Dental Assistant	8	8	8	8					32	0.80
Nurse Practitioner	8		8		4				20	0.50
Program Manager			8	8					16	0.40
Administrative Ass't	8	8			8				24	0.60
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse	16	16	16	16	16	8	8		96	2.40
Licensed Nursing Ass't	8	8	8	8	8	8	8		56	1.40
TOTAL HOURS/FTE-DAY									446	11.15
EVENING SHIFT										
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't	8	8	8	8	8	8	8		56	1.40
TOTAL HOURS/FTE-EVENING									152	3.80
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									56	1.40
TOTAL HOURS/FTE PER WEEK									654	16.35

*TBS = To be scheduled

⁶ While the Regional Manager is assigned to Chittenden, the post would provide services to all Vermont DOC facilities.

⁷ While the Senior Program Manager is assigned to Chittenden, the post would provide services to all Vermont DOC facilities.

⁸ While the Patient Advocate is assigned to Chittenden, the post would provide services to all Vermont DOC facilities.

3) Dale

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director			6						6	0.15
Dentist									0	0.00
Dental Assistant									0	0.00
Nurse Practitioner		4			4				8	0.20
Program Manager		8			8				16	0.40
Administrative Ass't									0	0.00
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse									0	0.00
Licensed Nursing Ass't									0	0.00
<i>TOTAL HOURS/FTE-DAY</i>									86	2.15
EVENING SHIFT										
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse									0	0.00
Licensed Nursing Ass't									0	0.00
<i>TOTAL HOURS/FTE-EVENING</i>									56	1.40
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
<i>TOTAL HOURS/FTE-NIGHT</i>									56	1.40
<i>TOTAL HOURS/FTE PER WEEK</i>									198	4.95

*TBS = To be scheduled

4) Marble Valley

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director				8					8	0.20
Dentist									0	0.00
Dental Assistant									0	0.00
Physician Assistant		8							8	0.20
Program Manager		8							8	0.20
Administrative Ass't				8					8	0.20
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-DAY									128	3.20
EVENING SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-EVENING									56	1.40
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8				40	1.00
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									40	1.00
TOTAL HOURS/FTE PER WEEK									224	5.60

*TBS = To be scheduled

5) Northern State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director		8		8					16	0.40
Dentist									0	0.00
Dental Assistant									0	0.00
Physician Assistant			8			8			16	0.40
Program Manager	8	8		8	6				30	0.75
Administrative Ass't	6	6	6	6	6				30	0.75
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse	16	8	16	8	16	8	8		80	2.00
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-DAY									228	5.70
EVENING SHIFT										
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-EVENING									112	2.80
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									56	1.40
TOTAL HOURS/FTE PER WEEK									396	9.90

*TBS = To be scheduled

6) Northeast Regional

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director					6				6	0.15
Dentist									0	0.00
Dental Assistant									0	0.00
Physician Assistant	6			6					12	0.30
Program Manager			8						8	0.20
Administrative Ass't	8								8	0.20
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse <i>(Filled by RN M-F (40 hrs) as of 2/1/05)</i>	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-DAY									130	3.25
EVENING SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse <i>(Filled by RN as of 2/1/05)</i>	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-EVENING									56	1.40
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8				40	1.00
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									40	1.00
TOTAL HOURS/FTE PER WEEK									226	5.65

*TBS = To be scheduled

7) Northwest State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director			8		8				16	0.40
Dentist		8	8	8					24	0.60
Dental Assistant		8	8	8					24	0.60
Physician Assistant		6		6					12	0.30
Program Manager	8	8			8				24	0.60
Administrative Ass't			8	8					16	0.40
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-DAY									212	5.30
EVENING SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	16	16	16	16	16	16	16		112	2.80
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-EVENING									112	2.80
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									56	1.40
TOTAL HOURS/FTE PER WEEK									380	9.50

*TBS = To be scheduled

8) Southeast State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director		4		4					8	0.20
Dentist									0	0.00
Dental Assistant									0	0.00
Nurse Practitioner	6			6					12	0.30
Program Manager	8		8	8					24	0.60
Administrative Ass't									0	0.00
Registered Nurse	8	8	8	8	8				40	1.00
Licensed Practical Nurse						8	8		16	0.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-DAY									100	2.50
EVENING SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-EVENING									56	1.40
NIGHT SHIFT										
Registered Nurse									0	0.00
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
TOTAL HOURS/FTE-NIGHT									56	1.40
TOTAL HOURS/FTE PER WEEK									212	5.30

*TBS = To be scheduled

9) Southern State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK	FTE
DAY SHIFT										
Medical Director	4	4	4	4	4				20	0.50
Dentist	8	8	8	8	8				40	1.00
Dental Assistant	8	8	8	8	8				40	1.00
Nurse Practitioner	8		8		8				24	0.60
Program Manager	8		8	8	8				32	0.80
Administrative Ass't	16	8	16	16	16				72	1.80
Registered Nurse	16	16	16	16	16	8	8		96	2.40
Licensed Practical Nurse	16	16	16	16	16	16	16		112	2.80
Licensed Nursing Ass't	8	8	8	8	8	8	8		56	1.40
RN - Infirmary	8	8	8	8	8	8	8		56	1.40
<i>TOTAL HOURS/FTE-DAY</i>									548	13.70
EVENING SHIFT										
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse	16	16	16	16	16	16	16		112	2.80
Licensed Nursing Ass't	8	8	8	8	8	8	8		56	1.40
RN - Infirmary	8	8	8	8	8	8	8		56	1.40
<i>TOTAL HOURS/FTE-EVENING</i>									280	7.00
NIGHT SHIFT										
Registered Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Practical Nurse	8	8	8	8	8	8	8		56	1.40
Licensed Nursing Ass't									0	0.00
RN - Infirmary	8	8	8	8	8	8	8		56	1.40
<i>TOTAL HOURS/FTE-NIGHT</i>									168	4.20
<i>TOTAL HOURS/FTE PER WEEK</i>									996	24.90

*TBS = To be scheduled

Attachment K Staffing Coverage Standards

Shift	Caledonia		Chittenden		Dale		Marble Valley		Northern State		Northeast Regional		Northwest State		Southeast State		Southern State	
	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week	Title	Hours/Week
Day	PA	4	NP	20	NP	8	PA	8	PA	16	PA	12	PA	12	NP	12	NP	24
	RN	40	RN	40	RN	56	RN	40	RN	56	RN	40	RN	40	RN	40	RN	96
																	RN-Infirm	56
			LPN	96			LPN	56	LPN ¹²	80	LPN	56	LPN	56	LPN	16	LPN	112
			LNA	56													LNA	56
Evening	LPN	28	RN	40	RN	56			RN	56							RN	56
																	RN-Infirm	56
			LPN	56			LPN	56	LPN	56	LPN	56	LPN	112	LPN	56	LPN	112
			LNA	56													LNA	56
Night																	RN	56
																	RN-Infirm	56
			LPN	40	LPN	56	LPN	40	LPN	56	LPN	40	LPN	56	LPN	56	LPN	56

The above matrix reflects Contractor's Staffing Matrix (Attachment H) for PAs, NPs, RNs, LPNs and LNAs with the reduction of forty hours per week or the equivalent of one (1) FTE per shift for the highlighted positions. The intent of Attachment K is to provide a definition of an uncovered shift. For highlighted positions, Contractor will be in compliance if only one (1) of two (2) scheduled individuals of the same title are present for the shift. Should Contractor be unable to fill all positions as scheduled in Attachment K, a performance penalty will be incurred. Contractor may, at its discretion, fill clinical positions with higher practice level professionals – charging the DOC at the cost of the regularly scheduled health profession – without penalty.

¹² Northern day shift has two LPNs on Monday, Wednesday and Friday. Contractor will be in compliance if only one of two scheduled individuals are present on these three days.

