

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: Changes to Attachments to Staffing Matrix "H" and Coverage Standards in Matrix "K"; agreements regarding penalties for "no shift left uncovered";

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

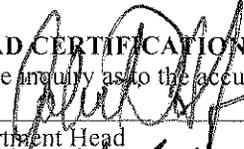
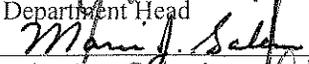
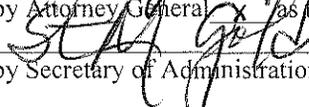
Yes No I want the Financial Operations Division to verify that payments under this contract agree with its payment provisions. If I check "NO", I understand that my agency must insure that payments made are in accordance with the provisions of the contract.

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.

11/15/06 
Date Agency of Department Head
11/16/06 
Date Approval by Attorney General as to form under 3 VSA § 311(a)(10)
11/21/06 
Date Approval by Secretary of Administration

copy 11/29/06
12/13/06
CCI Accounting
AHS
Susan Wreny
Prison Health

AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and Prison Health Services, Inc., a Delaware corporation with its principal office in 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, Chapter III., Personnel Services, Section A., Overview, page 26, Subsection a., is amended as follows:

a. The health care staff currently classified as Vermont State Employees assigned to the State Correctional facilities will be permitted to retain their state employment status. The State and Contractor shall comply with the terms of the Stipulation and Agreement between the State and the Vermont State Employees Association, dated Jul 31, 1996, incorporated here by reference. It is expressly understood and agreed that the Contractor is not a party to nor obliged to any contract or agreement with and between the State of Vermont and the Vermont State Employees Association. The state agrees to waive any and all penalties related to staffing for one or more positions designated as being filled by a State employee in the event of a work action or stoppage by the Vermont State Employees Association.

2) Attachment A, Contract for Services, Specifications of Work to be Performed, Chapter V., Administrative Services, Section Q., Performance Guarantees, the last paragraph of Subsection e., page 51, under "staffing standards and coverage", is amended as follows:

e. Contractor must also ensure that no shift is left uncovered. The definition of a shift is 8 hours. Contractor may, at its discretion and cost, fill clinical positions with higher practice level professionals without penalty or increased cost to the DOC. In those instances where an RN or LPN is permitted to cover a shift as outlined in Schedule K, Contractor agrees to reimburse the DOC for the reduction in cost to fill RN posts with LPN's. Clinical staff cannot be asked to operate outside of their scope of practices to cover a shift. Failure by the Contractor to cover a shift will result in a penalty of \$1,000.00 for each uncovered (vacant) shift. Attachment K – Staffing Coverage Standards reflects the minimum staffing required by facility, by shift, by type of clinical staff for Contractor to avoid a penalty under this provision. In the event Contractor provides nursing coverage for a portion of a shift, i.e., 2.5 hours of an 8 hour shift, Contractor shall be assessed a penalty of \$125 per hour per day for each shift partially covered.

It is further agreed that Contractor will maintain a nursing presence at all times in all facilities, 24 hours a day, 7 days a week, 365 days per year as specified in Attachment H. Under this amendment, this results in the addition of the following staffing hours:

- 72 hours/week at Dale Correctional Facility
- 72 hours/week at Northeast (for joint evening coverage of Caledonia Work Camp and Northeastern Correctional Facility)
- 16 hours/week at Marble Valley (LPN)
- 24 hours/week at Southeast Correctional Facility (LPN)
- 40 hours/week at Southern State Correctional Facility (LPN)

Recognizing that demand for nursing coverage is subject to change as the mission, size and role of the specific DOC institutions change; it is in the interest of 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 may, at its discretion, permit minor modifications within the framework of the Staffing Matrix (Attachment H) without amending the full contract provided there is no substantial financial impact. These modifications will be agreed to by both parties in writing. It is within the sole discretion of the DOC to determine what constitutes substantial financial impact.

Nurse Practitioners, Physicians, Dentists, Dental Hygienists, Physician Assistants are expected to maintain a regular schedule. Recognizing that demand for medical services fluctuates, it is in the interest of DOC and the Contractor to have flexibility in responding to these demands. Understanding that clinical demand may result in fluctuations in the number of hours to be spent at a given site on a particular day, DOC reserves the right to waive those penalties related to uncovered shifts that might otherwise be incurred in accordance Section Q, Performance Guarantees, paragraph e., Staffing Standards and Coverage.

3) Attachment H, Staffing Matrix, and Attachment K, Staffing Coverage Standards are both amended by deleting them in their entirety and replacing them with the revised Attachment H and Attachment K, attached hereto.

4) Attachment B, Payment Provisions, Section (1), Base Payment is amended by adding the following additional provisions:

In consideration of the staffing adjustments contained in this amendment, the State agrees to pay the Contractor an additional sum of \$29,659.14 per month.

Insofar as many of the staffing adjustments contained herein have already been implemented in anticipation of this amendment, the State agrees to pay the Contractor an initial sum of \$59,318.28 (2 months) upon execution of this amendment and receipt of invoice.

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 10/01/06.

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: 11/16/06

Date: 12/12/06

(Please PRINT Signature)

CONTRACTOR:
Signed: Richard H. [Signature]
Address:
Brentwood, TN 37027
SS#/Fed ID#: 23-2108853
Date: 12/8/06

APPROVED AS TO FORM
by LEGAL DEPT.

[Signature]

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	96 ¹	40	112	40	40	40	376	864
Licensed Practical Nurse	0 ²	208	128 ³	168 ⁴	192	224 ⁵	224	152 ⁶	320 ⁹	1616
Licensed Nurses Aide	0	112	0	0	0	0	0	0	112	224
Dentist ⁷	0	18	0	0	30	0	18	0	30	96
Dental Assistant ⁸	0	18	0	0	30	0	18	0	30	96
Dental Hygienist	0	0	0	0	0	0	0	0	0	0
Med Sec/Admin.	0	0	0	0	30	0	0	0	80	110¹⁰
Program Manager	0	40	24	40	40	40	40	24	40	288¹¹
Total Hours	46	506	262	264	466	322	368	236	1032	3502

PHS Regional Office

Vermont Reg. 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	0	120	0	120						

¹ Replaces 16 hours weekend RN coverage with LPN hours

² Eliminates 4 hours/week evening LPN shift (total reduction 28 hours)

³ Adds 72 hours LPN coverage

⁴ Adds 16 hours LPN coverage

⁵ Adds 72 hours LPN joint coverage

⁶ Adds 24 hours LPN coverage

⁹ Adds 40 hours LPN coverage

⁷ Dentist hours are reported in the three facilities where services are rendered: Chittenden, Northern, Northwest and Southern, but include hours designated to deliver services to inmates at all nine DOC facilities.

⁸ Dental Assistant hours are reported in the three facilities where services are rendered: Chittenden, Northern, Northwest and Southern, but include hours designated to deliver services to inmates at all nine DOC facilities.

¹⁰ Eliminates 50 hours Admin coverage

¹¹ Adds 128 hours Program Manager coverage

B. INDIVIDUAL FACILITIES

1.) Caledonia

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director					2				2
Dentist									0
Dental Assistant									0
Physician Assistant		2		2					4
Program Manager									0
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse									0
Licensed Nursing Ass't									0
<i>TOTAL HOURS/DAY</i>									46
EVENING SHIFT									
Registered Nurse									0
Licensed Practical Nurse									0
Licensed Nursing Ass't									0
<i>TOTAL HOURS/EVENING</i>									0
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse									0
Licensed Nursing Ass't									0
<i>TOTAL HOURS/NIGHT</i>									0
<i>TOTAL HOURS/WEEK</i>									46

*TBS = To be scheduled

2.) Chittenden

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director		5		5					10
Dentist	9	9							18
Dental Assistant	9	9							18
Nurse Practitioner	8		8		4				20
Program Manager	8	8	8	8	8				40
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse	16	16	16	16	16	8	8		96
Licensed Nursing Ass't	8	8	8	8	8	8	8		56
<i>TOTAL HOURS/DAY</i>									298
EVENING SHIFT									
Registered Nurse / LPN	8	8	8	8	8				40
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't	8	8	8	8	8	8	8		56
<i>TOTAL HOURS/EVENING</i>									152
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/NIGHT</i>									56
<i>TOTAL HOURS/WEEK</i>									506

*TBS = To be scheduled

3.) Dale

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director			6						6
Dentist									0
Dental Assistant									0
Nurse Practitioner		4			4				8
Program Manager		8	8		8				24
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse	8	8	8	8	8	16	16		72
Licensed Nursing Ass't									0
<i>TOTAL HOURS/DAY</i>									150
EVENING SHIFT									
Registered Nurse or LPN	8	8	8	8	8	8	8		56
Licensed Practical Nurse								If med bed filled, need 2 nd LPN	
Licensed Nursing Ass't									0
<i>TOTAL HOURS/EVENING</i>									56
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8	If med bed filled, need 2 nd LPN	56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/NIGHT</i>									56
<i>TOTAL HOURS/WEEK</i>									262

*TBS = To be scheduled

4.) Marble Valley

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director				8					8
Dentist									0
Dental Assistant									0
Physician Assistant		8							8
Program Manager	8	8	8	8	8				40
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/DAY</i>									152
EVENING SHIFT									
Registered Nurse									0
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/EVENING</i>									56
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/NIGHT</i>									56
<i>TOTAL HOURS/WEEK</i>									264

*TBS = To be scheduled

5.) Northern State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director		8		8					16
Dentist	8	8	8	6					30
Dental Assistant	8	8	8	6					30
Physician Assistant			8			8			16
Program Manager	8	8	8	8	8				40
Administrative Ass't	6	6	6	6	6				30
Registered Nurse	8	8	8	8	8	8	8		56
Licensed Practical Nurse	16	8	16	8	16	8	8		80
Licensed Nursing Ass't									0
TOTAL HOURS/DAY									298
EVENING SHIFT									
Registered Nurse /LPN	8	8	8	8	8	8	8		56
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
TOTAL HOURS/EVENING									112
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse (Filled by RN as of 2/1/05)	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
TOTAL HOURS/NIGHT									56
TOTAL HOURS/ WEEK									466

*TBS = To be scheduled

6.) Northeast Regional

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director					6				6
Dentist									0
Dental Assistant									0
Physician Assistant	6			6					12
Program Manager	8	8	8	8	8				40
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse (Filled by RN M-F (40 hrs) as of 2/1/05)	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/DAY</i>									154
EVENING SHIFT									
Registered Nurse <i>/LPN</i>									0
Licensed Practical Nurse (Filled by RN as of 2/1/05)	16	16	16	16	16	16	16		112
Licensed Nursing Ass't									0
<i>TOTAL HOURS/EVENING</i>									112
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/-NIGHT</i>									56
TOTAL HOURS/ WEEK									322

*TBS = To be scheduled

7.) Northwest State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director			8		8				16
Dentist			9	9					18
Dental Assistant			9	9					18
Physician Assistant		6		6					12
Program Manager	8	8	8	8	8				40
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
TOTAL HOURS/DAY									200
EVENING SHIFT									
Registered Nurse <i>LPN</i>									0
Licensed Practical Nurse	16	16	16	16	16	16	16		112
Licensed Nursing Ass't									0
TOTAL HOURS/EVENING									112
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
TOTAL HOURS/NIGHT									56
TOTAL HOURS/WEEK									368

*TBS = To be scheduled

8.) Southeast State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director		4		4					8
Dentist									0
Dental Assistant									0
Nurse Practitioner	6			6					12
Program Manager	8		8	8					24
Administrative Ass't									0
Registered Nurse	8	8	8	8	8				40
Licensed Practical Nurse	8	8		8		8	8		40
Licensed Nursing Ass't									0
<i>TOTAL HOURS/DAY</i>									124
EVENING SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/EVENING</i>									56
NIGHT SHIFT									
Registered Nurse									0
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
<i>TOTAL HOURS/NIGHT</i>									56
<i>TOTAL HOURS/WEEK</i>									236

*TBS = To be scheduled

9.) Southern State

POSITION	MON	TUE	WED	THU	FRI	SAT	SUN	TBS*	HRS/ WK
DAY SHIFT									
Medical Director	4	4	4	4	4				20
Dentist	8	8	8	6					30
Dental Assistant	8	8	8	6					30
Nurse Practitioner	8		8		8				24
Program Manager	8	8	8	8	8				40
Medical Records Clerk	16	16	16	16	16				80
Registered Nurse	16	16	16	16	16	8	8		96
Licensed Practical Nurse	24	24	24	24	24	16	16		152
Licensed Nursing Ass't	8	8	8	8	8	8	8		56
RN - Infirmery	8	8	8	8	8	8	8		56
TOTAL HOURS/DAY									584
EVENING SHIFT									
Registered Nurse	8	8	8	8	8	8	8		56
Licensed Practical Nurse	16	16	16	16	16	16	16		112
Licensed Nursing Ass't	8	8	8	8	8	8	8		56
RN - Infirmery /LPN	8	8	8	8	8	8	8		56
TOTAL HOURS/EVENING									280
NIGHT SHIFT									
Registered Nurse	8	8	8	8	8	8	8		56
Licensed Practical Nurse	8	8	8	8	8	8	8		56
Licensed Nursing Ass't									0
RN - Infirmery /LPN	8	8	8	8	8	8	8		56
TOTAL HOURS/NIGHT									168
TOTAL HOURS/WEEK									1032

*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	40	RN	40	RN	56	RN	40	RN	40	RN	40	RN	96
																	RN-Infirm	56
			LPN	96	LPN	72	LPN	56	LPN	80	LPN	56	LPN	56	LPN	40	LPN	152
		LNA	56													LNA	56	
Evening	LPN		RN ¹	40	RN/ LPN	56			RN/ LPN	56							RN ²	56
	See NERCF																RN-Infirm	56
			LPN	56	LPN		LPN	56	LPN	56	LPN	112	LPN	112	LPN	56	LPN	112
			LNA	56													LNA	56
Night																	RN ²	56
	See NERCF																RN-Infirm	56
			LPN	56	LPN	56	LPN	56	LPN	56	LPN	56	LPN	56	LPN	56	LPN	56

The above matrix reflects Contractor's Staffing Matrix (Attachment H) for PAs, NPs, RNs, LPNs and LNAs. The intent of Attachment K is to provide a definition of an uncovered shift for purposes of determining the staffing penalties described in Attachment A. For highlighted positions, Contractor will be in compliance if only one (1) of two (2) scheduled individuals of the same title is 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.

¹ A permanent evening RN position is expected; in the event an RN cannot be found to fill the position, an LPN may fill the position without risk of penalty (CRCF, DSCF, NSCF).

² Two evening/night RNs are preferred; in the event two RNs cannot be found, an LPN may fill ONE position without risk of penalty (SSCF).