

Handwritten signature

FY 2004

Agreement No: _____

STATE OF MAINE
DEPARTMENT OF CORRECTIONS

Agreement to Purchase Services

THIS AGREEMENT, made this 26th day of March, 2003, is by and between the State of Maine, Department of Corrections, hereinafter called "Department" or "MDOC," and Correctional Medical Services, Inc., located at 12647 Olive Boulevard, St. Louis, Missouri 63141, hereinafter called "Provider," for the period of April 1, 2003, to June 30, 2004.

The Employer Identification Number of the Provider is ~~23-2428386~~ **E43128312**

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and, in consultation with the Department, to perform the services, study or projects described in this Agreement and under the terms of this Agreement. The following riders and exhibits are hereby incorporated into this Agreement and made part of it by reference:

- Rider A – Specifications of Services to be Performed
- Rider B – Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D – Additional Provisions
- Rider E – Specifications of Services for Temporary Psychiatrist
- Rider F – Specifications of Services for Temporary Masters Level Counselors
- Exhibit 1 to MDOC-CMS Agreement for Special Services – Staffing
- Exhibit 2 to MDOC-CMS Agreement for Special Services – CMS Corporate Resolution

ENCUMBERED
\$2,281,300
MAY 22 2003
STATE CONTROLLER

IN WITNESS WHEREOF, the Department and Provider, by their representatives duly authorized, have executed this Agreement in five (5) original copies.

Department of Corrections
By: *Denise V. Lord*
Denise V. Lord, Associate Commissioner
Department of Corrections

Correctional Medical Services, Inc.
By: *Richard Carter*
Richard Carter
Its: President, Comprehensive Services Division

Total Agreement Amount: \$ 11,070,245

Approved: _____
State Controller

Betty M. Lamoreau MAY 21 2003
Chair, State Purchases Review Committee

RECEIVED
MAY 30 2003
DEPT. OF CORRECTIONS
FINANCE DIVISION

CORRECTIONAL MEDICAL SERVICES, INC.

MFASIS ACCOUNT CODING

VENDOR CODE	DOC. TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
E 431281312	197,568.00	010	03A	4090	012			4028			
E 431281312	241,203.00	010	03A	4091	012			4028			
E 431281312	734,034.00	010	03A	4092	012			4028			
E 431281312	618,324.00	010	03A	4093	012			4028			
E 431281312	90,279.00	010	03A	4094	012			4028			
E 431281312	40,632.00	010	03A	4096	012			4028			
E 431281312	75,837.00	010	03A	4097	012			4028			
E 431281312	80,304.00	010	03A	4099	012			4028			
E 431281312	119,055.00	010	03A	4101	012			4028			
E 431281312	84,064.00	010	03A	4102	012			4028			

Total 2,281,300.00

CORRECTIONAL MEDICAL SERVICES, INC.

MFASIS ACCOUNT CODING

E431281312

VENDOR CODE	DOC. TOTAL	FND	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	JOB NO.	REPT. CATG.
[REDACTED]	790,272.00	010	03A	4090	012			4028			
[REDACTED]	964,812.00	010	03A	4091	012			4028			
[REDACTED]	2,936,136.00	010	03A	4092	012			4028			
[REDACTED]	2,473,296.00	010	03A	4093	012			4028			
[REDACTED]	361,116.00	010	03A	4094	012			4028			
[REDACTED]	162,528.00	010	03A	4096	012			4028			
[REDACTED]	303,348.00	010	03A	4097	012			4028			
[REDACTED]	321,216.00	010	03A	4099	012			4028			
[REDACTED]	476,220.00	010	03A	4101	012			4028			
[REDACTED]	0.00	010	03A	4102	012			4028			

Total 8,788,944.00

AGREEMENT FOR MEDICAL SERVICES AT ADULT & JUVENILE FACILITIES

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**AGREEMENT FOR SPECIAL SERVICES
RIDER A
SPECIFICATIONS OF SERVICES TO BE PERFORMED**

I. DEFINITIONS

As used in this Agreement, unless the context otherwise indicates, the following terms have the following meanings:

- A. ACA. "ACA" means the American Correctional Association.
- B. Agreement Administrator. "Agreement Administrator" means the person identified in section 6 of Rider B who oversees implementation of the Agreement generally on behalf of the Maine Department of Corrections.
- C. BCF. "BCF" means the Bolduc Correctional Facility.
- D. BDS. "BDS" means the Maine Department of Behavioral and Developmental Services.
- E. CCF. "CCF" means the Charleston Correctional Facility.
- F. Chief Administrative Officer. "Chief Administrative Officer" means the Maine Department of Corrections official in charge of a Maine Department of Corrections facility.
- G. CMPRC. "CMPRC" means the Central Maine Pre-Release Center.
- H. Commissioner. "Commissioner" means the Commissioner of the Maine Department of Corrections.
- I. Department. "Department," when no modifier is used, means the Maine Department of Corrections.
- J. Division of Purchases. "Division of Purchases" means the Division of Purchases within the Maine Department of Administrative and Financial Services.
- K. DCF. "DCF" means the Downeast Correctional Facility.
- L. DEA. "DEA" means the United States Drug Enforcement Administration.
- M. LCYDC. "LCYDC" means the Long Creek Youth Development Center.
- N. MCC. "MCC" means the Maine Correctional Center.
- O. MDOC. "MDOC" means the Maine Department of Corrections.

- P. MDOC Facilities. "MDOC facilities" or "MDOC facility" means one or more of the following correctional facilities operated by the Maine Department of Corrections: Maine State Prison; Maine Correctional Center; Bolduc Correctional Facility; Charleston Correctional Facility; Downeast Correctional Facility; Central Maine Pre-Release Center; Mountain View Youth Development Center; and Long Creek Youth Development Center.
- Q. MSP. "MSP" means the Maine State Prison.
- R. MVYDC. "MVYDC" means the Mountain View Youth Development Center.
- S. NCCHC. "NCCHC" means the National Commission on Correctional Health Care.
- T. On-Site Manager. "On-Site Manager" means the person designated by the Maine Department of Corrections at each MDOC facility to oversee implementation of the contract at that particular facility.
- U. Prisoner. "Prisoner" means an adult person sentenced and committed to, transferred to, or detained in the custody of the Maine Department of Corrections. The term "Prisoner" does not include a person on supervised community confinement.
- V. Resident. "Resident" means a juvenile residing at Mountain View Youth Development Center or Long Creek Youth Development Center.
- W. RFP. "RFP" means the Request for Proposals issued by the Maine Department of Corrections that resulted in this Agreement.
- X. State. "State" means the State of Maine.

II. TERM AND CONTENTS OF AGREEMENT

A. Term and Commencement

The initial term of this Agreement is 15 months, beginning April 1, 2003, and ending June 30, 2004. The Agreement may be renewed for up to two additional periods of up to two years each. Either party has the right to terminate this Agreement, without cause, upon 120 days prior written notice.

Provider shall commence furnishing services only after (i) the State Controller and the State Purchases Review Committee have approved this Agreement, and (ii) MDOC gives Provider written notification to proceed.

B. Contents

The following documents constitute the State of Maine Agreement for Special Services with Correctional Medical Services, Inc. ("Provider"):

1. State of Maine Agreement for Special Services (Division of Purchases Form BP54 – Page 1, Signatures).
2. Agreement for Special Services, Rider B, Method of Payment and Other Provisions
3. Agreement for Special Services, Rider C, Exceptions to Rider B.
4. Agreement for Special Services, Rider A, Specifications of Services to be Performed.
5. Agreement for Special Services, Rider D, Additional Provisions.
6. Agreement for Special Services, Rider E, Specifications of Services to be Performed by Temporary Psychiatrist for Adult Facilities.
7. Agreement for Special Services, Rider F, Specifications of Services to be Performed by Temporary Masters Level Counselors at Maine Correctional Center.
8. Exhibit 1 to MDOC-CMS Agreement for Special Services – Staffing.
9. Exhibit 2 to MDOC-CMS Agreement for Special Services – CMS Corporate Resolution.
10. Maine Department of Corrections 2002 Request for Proposals for Medical Services for Adult and Juvenile Facilities, which is incorporated by reference herein.
11. Correctional Medical Services, Inc. ("CMS") Medical Services Proposal for Adult and Juvenile Facilities – State of Maine Department of Corrections (including Price Proposal), with transmittal letter dated January 31, 2003 and signed by Richard Carter, President, which is incorporated by reference herein.

The parties mutually understand and agree that in the event of any conflict among the provisions of the above documents that constitute the State of Maine Contract for Special Services with Provider, the conflict shall be resolved by giving precedence to the documents in the order listed, with the State of Maine Agreement for Special Services (Division of Purchases Form BP54; Face Page) having the highest precedence, and the CMS Medical Services Proposal for Adult and Juvenile Facilities – State of Maine Department of Corrections being subordinate to all other listed documents.

III. **PURPOSES OF AGREEMENT**

The purposes of this Agreement are as follows:

- A. To deliver quality health care services that will satisfy, and can be evaluated and audited against, NCCHC and ACA standards and MDOC Policies and Procedures.

- B. To operate the health services program at full staffing, using professionally trained practitioners who are licensed and/or certified in compliance with Maine statutes and/or regulations.
- C. To operate the health services program in a cost-effective manner with full reporting and accountability to the administration of MDOC.
- D. To maintain an open, collaborative relationship with the administration and staff of MDOC.
- E. To maintain good working relationships with community health care providers.
- F. To implement an annual, written health care plan with clear objectives, site-specific procedures, and quarterly evaluation of compliance.
- G. To maintain complete and accurate records of care as required by MDOC, and to collect and analyze health statistics on a regular basis.
- H. To operate the health services programs in a professional manner with respect for the Prisoners' and Residents' right to necessary health care services.
- I. To deliver health care in a manner consistent the standards established in the medical community of which the MDOC facilities are a part and with the resources available.

IV. SCOPE OF SERVICES

A. General Provisions

1. Provider shall furnish at the MDOC facilities the health care services specified in this Agreement. Provider shall bear the cost of the services provided under this Agreement, unless otherwise specified in this Agreement.
2. Provider shall furnish physicians, physician assistants, and/or nurse practitioners, and other health care practitioners practicing under the supervision of a physician to provide all Prisoners and Residents all necessary and appropriate medical care. Physicians, physician assistants, nurse practitioners, and other health care practitioners furnished by Provider to provide medical services to Residents shall have demonstrable previous pediatric experience.
3. Provider shall work cooperatively with all State employees and with the adult mental health services and pharmacy services contractors, and all independent contractors and subcontractors, to ensure timely and appropriate delivery of medical and mental health care and medications to all Prisoners and Residents.

4. Provider shall cooperate with each MDOC facility to pursue all alternative payment methods. Prisoners and Residents shall receive necessary services regardless of their ability to pay.
5. Provider shall furnish health care services for Residents in a manner generally consistent with the provision of health care services for Prisoners, except where MDOC Policies and Procedures prescribe a different approach for Residents or where it is medically appropriate to treat Residents differently.

B. Admission Health Screening

An admission health screening shall be completed in compliance with MDOC Policies and Procedures.

C. Physical Health Assessment and Care Plan

A physical health assessment shall be completed in compliance with MDOC Policies and Procedures.

D. Allocation of Staffing

Provider shall furnish staffing at each MDOC facility in accordance with the staffing matrices in Exhibit 1.

E. Physician Services and Clinical Oversight

1. Physician at Facilities. Provider shall furnish physician services for the MDOC facilities during normal business hours Monday through Friday for 52 weeks per year as specified in Exhibit 1.
2. Clinical Oversight. Provider also shall provide for the clinical oversight of the health care services and programs in all MDOC facilities under this Agreement, whether those services or programs are furnished by Provider or State employees. Provider is not legally responsible for the acts and omissions of State employees with regard to the care provided by State employees except to the extent that the care was provided in conformity with the clinical oversight provided by Provider. Provider shall implement a peer review program designed to monitor physician services, and the peer review shall occur no less than quarterly. Provider shall conduct its clinical oversight in collaboration with MDOC.

F. Emergency Medical Care and Transportation

1. Provider shall furnish services to respond to health care emergencies appropriate to each MDOC facility and consistent with MDOC Policies and Procedures.

2. Provider shall ensure that a physician, physician's assistant, or nurse practitioner is on call 24 hours a day, 7 days a week, for any medical or dental emergency. Provider's practitioners on call must be able to contact the MDOC facility within 15 minutes of a communication regarding an emergency. Provider's practitioners on call must be able to report to MSP or MCC within 2 hours of the communication. Emergencies must be treated on site at the MDOC facilities if consistent with acceptable medical practice and available resources.
3. The MDOC facility shall provide emergency transportation for Prisoners or Residents, except when the Provider determines that an ambulance is required. When an ambulance is required, Provider shall arrange for ambulance service and shall notify the service of the need for facility security staff to be in the ambulance during the entire transport, and, if a helicopter transport is called for, of the need for facility security staff to be in the helicopter during the transport. The MDOC facility shall determine and provide all necessary security coverage. MDOC shall indemnify and hold harmless Provider, its employees, and its independent contractors from any and all claims arising out of the refusal of an ambulance or helicopter to transport a Prisoner or Resident due to the facility's security requirements.

G. Specialty Services

Whenever Prisoners or Residents require the services of a medical specialist, Provider shall ensure that the specialty services are provided in accordance with MDOC Policies and Procedures. Specialty services and care shall be provided on site at all adult MDOC facilities whenever feasible, and Provider shall propose specialty services to be provided on site that would help eliminate transportation costs. If the specialty services are not provided on site, the MDOC facility shall provide all transportation and security coverage.

H. Ancillary Services

Provider shall be responsible for the provision of all laboratory, x-ray, radiology, and other ancillary services as required and indicated, including, but not limited to, physical therapy and EKG. Provider shall ensure that all x-ray services that can be provided by a mobile x-ray unit, all physical therapy and other therapy that can be provided on the grounds of the MDOC facility, all eye examinations as performed by an optometrist at a minimum, and all optical lens and frame selections and fittings are done on the grounds of the MDOC facility.

I. Dental Care

Provider shall ensure that dental services are provided to Prisoners and Residents at all MDOC facilities except CMPRC, where Prisoners will receive dental services off-site. Dental services shall be provided in accordance with MDOC Policies and Procedures.

Provider shall bear the responsibility and cost for all dental services, including dentures and maintenance of current orthodontic appliances.

J. Optometry

Provider shall furnish all optometric and optical services, including the cost of basic lenses, frames, and cases. Arrangements and payments for lenses, frames, cases, and optical items other than those supplied by Provider must comply with MDOC Policies and Procedures.

K. Special Medical Program

MDOC provides infirmary care to Prisoners and Residents with an illness or diagnosis that does not require hospitalization or licensed nursing facility level of care but whose care cannot be managed safely in an outpatient setting. For Prisoners and Residents with special medical conditions requiring close medical supervision, Provider shall comply with MDOC Policies and Procedures.

L. Hepatitis C

MDOC shall develop protocols for the treatment (including diagnostic testing and drug therapy) of Hepatitis C, and Provider shall collaborate with MDOC in the development of the protocols. After the protocols have been developed, the parties shall, if necessary, negotiate an amendment to this Agreement to provide for services relating to the treatment of Hepatitis C at the MDOC facilities, and additional compensation to Provider for such services.

M. Pharmacy Services

Provider shall utilize the pharmaceutical provider with whom MDOC contracts for pharmacy services. Provider shall work cooperatively with the pharmaceutical provider to ensure timely and appropriate delivery of medications to all Prisoners.

Provider shall by contract ensure that all health care practitioners and independent contractors, including, but not limited to, physicians, physician assistants, nurse practitioners, and dentists, agree to:

1. Comply with all applicable federal and State statutes, rules, and regulations regarding the prescribing and administration of controlled substances;
2. Comply with all MDOC Policies and Procedures governing medications;
3. Utilize the formulary developed by MDOC; and
4. Maintain all appropriate and current licensures for controlled substance registration.

Provider shall comply with MDOC Policies and Procedures relating to medications and pharmacy services.

N. Administration

In addition to the day-to-day administrative services described in paragraph VI(C) of this Agreement, Provider shall furnish the managerial administration of the health care services and programs in all MDOC facilities. Provider's statewide managerial administrative personnel shall be based in the State of Maine and shall be accessible and responsive to all MDOC facilities.

O. Performance Report

Provider shall submit a quarterly performance report to the Agreement Administrator and to the Chief Administrative Officer and On-Site Manager of each MDOC facility by the 15th of the month following the end of the quarter in which the services were rendered. Provider shall specify in the report the number of Prisoners or Residents served; the type of services provided; special problems and needs, including a corrective action plan; and other information requested by MDOC. In addition, Provider shall comply with MDOC Policies and Procedures.

P. Temporary Adult Mental Health Services

To ensure continuity of certain mental health services at the MDOC adult facilities, Provider shall furnish the following temporary services for a period of up to 3 months, commencing April 1, 2003, and terminating June 30, 2003:

1. Psychiatrist. Provider shall furnish one full-time equivalent ("FTE") psychiatrist (forty hours per week) to perform clinical psychiatric services for Prisoners at the adult MDOC facilities. The psychiatrist furnished by Provider shall provide the services and comply with the standards and other requirements specified in Rider E.
2. Mental Health Intake Worker. Provider shall furnish a 0.8 FTE masters level counselor (32 hours per week) to serve primarily as a mental health intake worker at MCC. The masters level counselor furnished by Provider shall provide the services and comply with the standards and other requirements specified in Rider F.
3. Clinical Social Worker. Provider shall furnish one FTE masters level social worker (forty hours per week) to serve as a clinical social worker at MCC. The masters level counselor furnished by Provider shall provide the services and comply with the standards and other requirements specified in Rider F.

For purposes of this paragraph and Riders E and F, the term "full-time equivalent" means that the Provider contracted psychiatrist or masters level counselor shall be required to

account, through appropriate record-keeping, for a minimum of 40 hours of service per week devoted to his or her duties and responsibilities.

If MDOC elects to discontinue the use of any of the services specified by this paragraph before the expiration of 90 days, MDOC shall give Provider 30 days written notice of the discontinuation. The parties' agreement for temporary mental health services as set forth in this paragraph and in Riders E and F shall terminate on June 30, 2003, unless terminated before that date by MDOC or unless extended by an amendment to this Agreement.

The maximum compensation for these three temporary positions shall be that specified in Rider A, subparagraph VII(A)(5).

V. GENERAL SPECIFICATIONS

A. Standards

1. Provider shall furnish all services in accordance with all applicable provisions of State and federal law, MDOC Policies and Procedures, NCCHC Standards for Health Services in Prisons, NCCHC Standards for Health Services in Juvenile Facilities, ACA Standards for Medical Care in Prisons, ACA Standards for Medical Care for Juvenile Facilities, any requirements imposed by Maine rules and regulations, and any applicable court order that may be entered during the term of the Agreement, all as may be amended from time to time.
2. Provider shall maintain on file licensing and credentialing documentation for all health care practitioners providing on-site services. Provider shall make copies of licensing and credentialing documentation available to MDOC upon request. Provider shall ensure by contract that any contracted off-site hospitals or clinics utilized by Provider agree to maintain their accreditation and licensing.

B. Eligibility of Committed or Detained Prisoners or Residents

Except for Prisoners transferred to another state, to a county jail, or to the federal authorities or otherwise in the custody of another jurisdiction; Prisoners on supervised community confinement; or Residents on aftercare status, all Prisoners and Residents under the jurisdiction of MDOC and under the jurisdiction of the Chief Administrative Officer of MCC, MSP, BCF, DCF, CCF, CMPRC, MUYDC, or LCYDC, including Prisoners and Residents on medical or program furlough/leave, shall be eligible for all on-grounds health care services and off-grounds medical services as specified in the Agreement, and off-grounds emergency medical services when on furlough or leave with notification to Provider within 2 hours.

C. Eligibility of Prisoners or Residents Transferred to MDOC

1. Eligibility. All adults and juveniles being held for another state or the federal authorities; transferees from county jails; safekeepers from county jails; and transferees from other states or the federal authorities shall be provided health care services under the Agreement as follows:
 - a. All on-grounds health care services specified in the Agreement;
 - b. Medical Utilization Review services as specified in paragraph V(Y);
 - c. Arranging for emergency off-grounds medical care, including ambulance services, emergency room services, and emergency medical care. Provider shall be responsible for obtaining approval for such care from the controlling jurisdiction (federal, county, other state) as soon as practicable after the care is rendered; and
 - d. Non-emergency off-grounds medical services that have been pre-approved or approved for payment by the controlling jurisdiction (federal, county, other state).
2. Billing. MDOC shall not be responsible for the payment of the services specified in C(1)(c) or (d), which payment shall be the responsibility of the other federal, state, or local jurisdiction. Provider shall be responsible for collecting payment for those services directly from the controlling jurisdiction.

D. Eligibility of Prisoners Transferred from MDOC

MDOC shall identify for Provider those Prisoners under the jurisdiction of the Chief Administrative Officer of an MDOC facility who are transferred to the federal authorities, to other states, or to Maine county jails. Provider shall assume financial responsibility for the transferred Prisoners during transport, but Provider's liability shall be secondary to any insurance that may apply. MDOC shall be responsible for the cost of all health care services for any transferred Prisoner upon his or her arrival at the receiving facility. At the request of MDOC, Provider shall furnish a medical review of any treatment to be provided to a transferred Prisoner.

E. Utilization Data

Provider shall submit to the Agreement Administrator, in accordance with MDOC Policies and Procedures, monthly and year-to-date statistical reports which include, but are not limited to, the following:

1. Mental health utilization information;
2. Number of consults;
3. Hospitalizations;

4. Laboratory report; and
5. Other data that may be requested by the Agreement Administrator and mutually agreed upon by Provider.

F. Administrative Reports

1. Provider shall submit to each MDOC facility's Chief Administrative Officer and On-Site Manager a program description report for the facility, with a copy to the Agreement Administrator, once during the initial contract period ending June 30, 2004, and each six months beginning at the commencement of any renewal periods, highlighting accomplishments and issues germane to the Agreement. The report shall include, but not be limited to:
 - a. Summaries of statistics;
 - b. Summary of reimbursements and billings;
 - c. Summary of all pending litigation on behalf of MDOC Prisoners or Residents against Provider, summarized by Prisoner, Resident, and case description;
 - d. Specific steps taken by way of progress towards NCCHC Accreditation and ACA Medical Accreditation; and
 - e. Summary of quality assurance findings and recommendations for improvements.
2. Provider shall retain on file a list of all Provider's employees and independent contractors working under the Agreement, specifying the individual's current license/registration number, DEA number, applicable expiration dates, and Board eligibility/certification status, if applicable. Provider shall keep this list current. Provider also shall furnish to the Agreement Administrator, and keep on file, copies of all licenses, registration numbers, DEA numbers, applicable expiration dates, and Board eligibility/certification numbers of all employees or independent contractors providing services under this Agreement.

G. Health Care Records

All health care records and information contained in those records are the property of MDOC and shall remain with MDOC upon termination of the Agreement. Provider shall follow all MDOC Policies and Procedures relating to access to and confidentiality of the health care records. Provider shall supply upon request of the Agreement Administrator, Chief Administrative Officer, or On-site Manager, any and all records relating to Prisoner or Resident health care which are in Provider's possession. Provider shall ensure that (i) a record of all services provided off-grounds is incorporated into each Prisoner's or Resident's health care record, and (ii) that all relevant prior health care records (to the extent available) are incorporated into each Prisoner's or Resident's health care record.

All nonproprietary records kept by Provider pertaining to the Agreement or to services provided under the Agreement, including but not limited to those records specifically mentioned in the RFP or the Agreement, shall be made available by Provider to MDOC for lawsuits, monitoring or evaluation of the Agreement, and other statutory responsibilities of MDOC and/or other State agencies, and shall be provided at the cost of Provider when requested by MDOC during the term of the Agreement or after expiration or termination of the Agreement for the period specified in paragraph V(H).

Provider shall ensure that its employees and independent contractors document in the Prisoner's or Resident's health care record all health care contacts in the proper format in accordance with standard medical practice, NCCHC and ACA standards, and any relevant MDOC Policies and Procedures.

Provider shall be responsible for the orderly maintenance and timely filing of all health care information utilizing Provider and State employees as staffing indicates.

Provider shall work with MDOC for development of electronic health care records. Provider shall comply with HIPAA to the extent of its applicability to the correctional context and to the services provided under this Agreement and shall comply with Rider D, paragraph E.

H. Length of Retention Period

1. Unless otherwise specifically governed by MDOC Policies and Procedures, Provider shall retain all records specified in paragraphs E-F above for a period of 7 years or for the period for which records of the same type must be retained by the State pursuant to statute, whichever is longer. All retention periods start on the day the record is created.
2. If any litigation, claim, negotiation, audit, or other action involving the records referred to in H(1) has been started before the expiration of the applicable retention period, Provider shall retain all records until completion of the action and resolution of all issues which arise from it, or until the end of the period specified in H(1), whichever is later.
3. In order to avoid duplicate record keeping, MDOC may make special arrangements with Provider for MDOC to retain any records that are needed for joint use. MDOC may accept transfer of records to its custody when it determines that the records possess long-term retention value. When records are transferred to or maintained by MDOC, the retention requirements of this paragraph are not applicable to Provider as to those records.

I. Schedules

Provider shall give to the Chief Administrative Officer and On-Site Manager of each MDOC facility a master schedule for all positions at the facility and a bi-weekly schedule and assignment roster for the facility.

J. Security

Provider's employees and independent contractors shall be subject to all MDOC Policies and Procedures relating to security and to the individual MDOC facility's practices relating to security.

K. Referrals and Off-Site Care

1. Provider shall make referral arrangements with medical specialists for treatment of those Prisoners or Residents with medical conditions that may extend beyond the scope of services provided on site. Provider shall cooperate in the referral arrangements for psychiatric services.
2. The cost of all Prisoner or Resident hospitalization or emergency treatment outside of the MDOC facilities shall be the responsibility of Provider, to the extent noted elsewhere in this Agreement.
3. In the event of an emergency, Provider shall pay for all emergency care, emergency transportation, and referrals to appropriate hospitals. In the event that a Provider physician, physician's assistant, or nurse practitioner is not available and there is a need to refer a Prisoner or Resident for emergency care, the Chief Administrator Officer or the On-Site Manager shall notify the Provider of any emergency care, transportation or referral as soon as possible or within 2 hours of the event.
4. All off-site non-emergency consultations must be recommended by appropriate facility health care staff and reviewed by Provider's utilization review process within 10 business days of the recommendation.
5. Provider shall make referrals to appropriate community health settings and participate in the facility discharge planning process.

L. Telemedicine

1. Provider shall use telemedicine for clinical consultations whenever possible, unless directed otherwise by MDOC. The goals in using telemedicine are to improve Prisoners' and Residents' access to primary health services, improve the quality and timeliness of primary, psychiatric, and specialty health services, and reduce the cost and disruption of transportation.

2. MDOC has contracted with a third party ("the telemedicine contractor") to assist MDOC in providing telemedicine services by, among other things, providing technical support and training with respect to MDOC telemedicine equipment, assisting MDOC in developing protocols and procedures for delivery of telemedicine services, and developing site infrastructure for telemedicine services. Provider shall coordinate with both MDOC and the telemedicine contractor in providing health services via telemedicine. Beginning within 30 days of the date of execution of this Agreement, Provider shall meet not less than monthly for a six-month period with representatives of MDOC and the telemedicine contractor to plan and implement the delivery of telemedicine services. Subsequently, the Provider shall meet regularly, and not less than semi-annually, with representatives of MDOC and the telemedicine contractor to plan delivery of telemedicine services, identify additional uses for telemedicine services, and review and evaluate telemedicine services in light of the stated goals.
3. The Provider shall be responsible for the cost of the consultations provided by telemedicine. MDOC shall be responsible for the costs associated with acquiring the necessary telemedicine equipment at the institutions and maintaining the telemedicine communication system and equipment. MDOC shall also be responsible for paying for all telemedicine service line charges for calls related to provision of health care for MDOC Prisoners and Residents. In using telemedicine, Provider becomes eligible for the adjustment to compensation described in Section VIII, paragraph B.

M. Medical Waste

Provider shall be responsible for the collection and disposal, and cost thereof, of all bio-hazardous waste and all contaminated waste and materials utilized in the provision of health care services in accordance with all applicable standards, statutes, rules, and regulations relevant to the disposal of such waste or materials.

N. Health Care and Other Supplies

1. Except as expressly provided elsewhere in this Agreement, the cost of all health care supplies, forms used by Provider, office equipment and furnishings, Prisoner or Resident health care records as approved by MDOC, books, periodicals, dentures, prosthetic devices, hearing aids, and eye glasses, frames and cases shall be the responsibility of Provider. All equipment and furnishings provided by Provider shall be in good working order and shall be repaired and maintained by Provider.
2. Provider shall inventory all consumable medical supplies on inventory at MDOC facilities on or before the date of execution of the Agreement. Within the first 6 months after commencement of the Agreement, MDOC shall receive a credit

from Provider in an amount based on the actual cost of the consumable medical supplies on hand at the time of the commencement of the Agreement.

3. MDOC shall make available to Provider all State-owned medical equipment and all furnishings in medical areas that are in place at the time of commencement of the Agreement. MDOC and Provider shall inventory all such equipment and furnishings at the time of commencement of the Agreement, and MDOC shall retain ownership of all such equipment and furnishings. Provider shall be responsible for the maintenance and repair of the State-owned equipment and furnishings and shall be responsible for acquiring and maintaining all certification on all medical equipment. Provider shall provide to each MDOC facility the certifications on all medical equipment at the facility. Upon expiration or termination of the Agreement, Provider shall return this equipment to the State in good working order and repair.

Provider may not replace any medical or office equipment or furnishings that would result in a cost to MDOC without submitting a justification to, and obtaining the approval of, the Agreement Administrator for the replacement. Replacement State equipment shall be at least equal in quality to the equipment or furnishings being replaced. MDOC shall not be responsible for additional equipment or furnishings that Provider feels is necessary to provide the services under the Agreement. Provider agrees that any equipment or furnishings purchased by Provider under the Agreement shall become the property of MDOC after three years of continuous provision of services by the Provider from the date of installation of the equipment or furnishings. For equipment or furnishings with less than three years of continuous provision of services, Provider agrees to allow MDOC to purchase the equipment from Provider at its depreciated cost at the time of termination of the Agreement. Provider shall provide annually to the Agreement Administrator an inventory, by facility, of all medical and office equipment or furnishings owned by Provider and located at the facility.

4. Provider shall furnish all necessary medication carts and medication storage systems. Provider agrees that any medication carts or medication storage systems purchased by Provider under the Agreement shall become the property of MDOC after three years of continuous provision of services by the Provider from the date of Provider's furnishing of the medication carts or medication storage systems.

O. Medications

MDOC shall be responsible for the cost of all prescription and non-prescription medications through its contract with the pharmacy contractor. Provider shall ensure that all prescription medications are ordered by appropriately licensed State and Provider health care practitioners. Provider shall maintain medication administration records in accordance with all applicable standards, statutes, rules, regulations, and MDOC Policies and Procedures.

P. Immunizations for Prisoners and Residents

Provider shall be responsible for the cost of immunizations for all Prisoners and Residents.

Q. First Aid and Protective Devices

Provider shall be responsible for providing and maintaining emergency first-aid kits in all facility housing areas, vehicles, work sites, training areas, classrooms, and other areas designated by MDOC.

Provider shall supply all facility staff who come in contact with Prisoners and Residents with access to personal protective devices against all communicable diseases. Provider shall be responsible to provide and maintain the Blood-borne Pathogen Personal Protection Equipment supplied to facility staff for their use in emergency situations.

Provider shall be responsible to fit all facility staff as deemed necessary for T.B. HEPA or N95 masks or hoods, and provide hoods for those staff that have medical conditions or facial hair that precludes the use of masks. Provider shall maintain a selection of OSHA-approved masks and/or hoods in the medical department at each facility to ensure that sufficient numbers of staff can be outfitted with approved masks/hoods on an emergency basis.

Provider shall provide and maintain emergency first-aid kits and Blood-borne Pathogen Personal Protection Equipment in all community corrections offices. Provider shall provide training in the equipment in all MDOC facilities and in all community corrections offices.

Provider agrees that any first-aid kits, masks and hoods, and Blood-borne Pathogen Personal Protection Equipment purchased by Provider under the Agreement shall become the property of MDOC after three years of continuous provision of services by the Provider from the date of Provider's furnishing of the items.

R. Hepatitis B and T.B. for Employees

Provider shall provide Hepatitis B inoculations to new MDOC employees, Hepatitis B boosters for all MDOC employees as needed, T.B. tests to new employees, and annual T.B. tests to all employees in accordance with MDOC Policies and Procedures.

MDOC shall pay the cost of the inoculum. Provider shall bill MDOC for the cost of the inoculum, and MDOC shall pay Provider as a separate item of compensation.

S. Emergency Medical Care

Provider shall furnish emergency medical care to all of Provider's staff, MDOC staff, visitors, and volunteers at each MDOC facility.

T. DNA Samples

Maine law requires that DNA samples be drawn of Prisoners convicted of certain crimes. When informed by MDOC that a DNA sample should be drawn from a Prisoner, or a Resident if subsequently required by law, Provider shall ensure that the sample is drawn from the Prisoner or Resident by an appropriate health care practitioner who is not employed by Provider or MDOC. MDOC shall be responsible for the cost charged by the outside practitioner for drawing the sample.

U. Complaints

All Prisoner or Resident complaints shall be addressed and resolved according to MDOC Policy and Procedures, including MDOC Policy 29.2.

V. Health Care Policies

Provider shall cooperate with MDOC in establishing and/or revising health care policies and procedures as necessary.

W. NCCHC and ACA Accreditation

Provider shall work with MDOC to secure NCCHC and ACA accreditation for the health care delivery system at all MDOC adult and juvenile facilities by December 31, 2004.

X. Disaster Preparedness Plan

Provider shall participate in the planning of, training for, and operation of each facility's critical incident plans to the satisfaction of the Chief Administrative Officer and the On-Site Manager. Provider shall implement the disaster preparedness plan and "familiarization staff training" program described in its proposal in response to the RFP. However, if one or more portions of Provider's plan or training program conflicts with a facility's emergency plan or training program, Provider shall comply with those portions of the facility's emergency plan or training program.

Y. Quality Assurance and Review Programs

Provider shall comply with MDOC Policies and Procedures relating to quality assurance and review.

Provider shall be responsible for establishing a health care utilization review process, appropriate to the scope of the Agreement, for patient care provided by both State and Provider staff.

Provider shall ensure that all health care services are provided in the most appropriate yet cost effective manner. The Provider shall utilize practices that ensure effective care and cost containment.

Provider shall submit minutes of monthly Quality Assurance meetings to the Chief Administrator Officer with a copy to the Agreement Administrator.

Z. Medical Audit Committee

Provider shall comply with MDOC Policies and Procedures regarding a Medical Audit Committee at each facility. In addition to the requirements of MDOC Policies and Procedures, Provider, working jointly with the Medical Audit Committee, shall be responsible for developing, within MDOC policy guidelines, recommendations for implementation of all policies and procedures necessary for the operation of the health care program, once approved by the Commissioner.

AA. Independent Audit

MDOC shall conduct a performance audit of the health care services at each MDOC facility consistent with NCCHC standards categorization for health care services in prisons (2003) no sooner than 9 months after the commencement of the term of this Agreement but before the expiration of the term of this Agreement, and annually upon renewal of this Agreement. MDOC need not conduct the annual audits of the MDOC facilities concurrently, but may conduct them within the time frames previously specified. MDOC shall select the team to perform the audit. At a minimum, the audit shall consist of a medical record audit of 10% of each facility's or group of facilities' current medical records. In all cases, no less than 20 records shall be reviewed for each audit category. For audit purposes, the MDOC facilities shall be grouped and scored cumulatively. A report of the audit shall be provided to the facility's Medical Audit Committee, Chief Administrative Officer, and On-Site Manager. Provider shall be responsible for the cost of the audit. Deficiencies in the audit shall be subject to the adjustments specified in paragraph VI(E).

BB. In-Service Training

1. Health Care Staff. Provider shall provide a minimum of 12 hours per staff person per year of a variety of in-service training programs for MDOC staff and Provider's staff providing health care services, to include, but not be limited to, training on: CPR (initial and re-certification) for staff; OSHA regulations and requirements as they pertain to health care, including training in Blood-borne Pathogens protection procedures and Tuberculosis protection procedures; and topics identified through the ongoing quality improvement process. The training topics shall be provided in a variety of mediums that shall include, but not be limited to videotapes, interactive teleconferencing, on-site presentations, and off-site training opportunities. The Provider shall develop the focus for the topics of training in collaboration with MDOC.

Provider shall provide, as part of the Medical Audit Committee meeting, a list of the training Provider has furnished, including the total number of hours for each training, the names of staff who have participated, and the number of hours each staff member has completed.

2. All Other Staff. Provider shall furnish training for other security and non-security staff at each MDOC facility, Adult Probation Officers, and Juvenile Community Corrections Officers at least annually. The training programs shall include, but not be limited to, CPR training (initial and re-certification), OSHA regulations and requirements (including Blood borne Pathogens protection procedures and Tuberculosis protection procedures), and related topics required by MDOC policy, State or federal statute, and most recent NCCHC Standards. For the training described in this subparagraph BB(2), MDOC shall pay Provider the price specified in subparagraph VII(A)(2).
3. Provider's Administrators. A request by Provider for off-site training for the Provider Program Director or the Health Services Administrator shall be submitted to the Agreement Administrator in writing at least 2 weeks in advance for approval with a copy to the facility's Chief Administrative Officer and On-Site Manager. A copy of the training curriculum or meeting agenda and the date the administrator will be out of the facility shall accompany the request.
4. Annual Training Plan. By July 1 each year, Provider shall develop and coordinate, in consultation with the Agreement Administrator, an annual training plan for all contracted and State health care personnel.
5. Prisoner and Resident Education. Provider shall also develop and provide each year, in consultation with the Agreement Administrator, a health care education program for Prisoners and Residents at the MDOC facilities.

CC. Provider's Cooperation

Provider shall maintain regular communications with MDOC through the Agreement Administrator and the administration of individual MDOC facilities and shall actively cooperate in all matters pertaining to this Agreement. Provider shall maintain communication with community medical providers.

DD. Co-Payment for Prisoners

1. Program

To obtain co-pay from Prisoners, MDOC has established a Co-Payment Program. Provider shall cooperate in ensuring that the Co-Payment Program is administered in accordance with MDOC Policies and Procedures, applicable law, and ACA and NCCHC standards.

2. Procedure

Each time a Prisoner receives a medical or dental service, prescription, medication, or prosthetic device, Provider shall determine whether the medical service is subject to a co-pay. If so, Provider shall communicate that information to MDOC. If Provider fails to (1) determine whether the service is subject to a co-pay, or (2) communicate that information to MDOC within 7 days, Provider shall be liable to MDOC for the co-pay that would have otherwise applied. To the extent necessary, MDOC shall cooperate with Provider in its efforts to obtain this information from each Prisoner.

3. Payments

All co-pays are the property of MDOC. Payments by MDOC to Provider under the Agreement are not affected by the collection of fees under the Co-Payment Program, and Provider at all times remains responsible for all health care services provided to Prisoners. Provider shall be responsible for implementing revisions to the Co-Payment Program instituted by MDOC or required by law.

EE. Third-Party Reimbursement

1. Determination of Third-Party Sources

During the admission health screening for all new Prisoners and Residents, in the event of an inpatient hospitalization, and during the annual health assessment for all others, Provider shall inquire whether off-site medical services provided to the Prisoner or Resident may be reimbursable by a third-party source. Third-party sources include, but are not limited to, the following sources of coverage, which may be in the name of the Prisoner or Resident, a spouse or parent, or an employer: commercial medical insurance; homeowner's insurance, if admitted with injuries while on personal property; workers' compensation, if admitted with a work-related injury; vehicle insurance, if admitted with a vehicle-related injury; other liability insurance, if admitted with an injury occurring in some other manner; MaineCare; Medicaid; military insurance (active duty or CHAMPUS); Veterans Administration; another federal, state, or county jurisdiction when the Prisoner or Resident was transferred from or is being held for that other jurisdiction; and federal, state or local health care benefits or programs.

If a third-party source exists, Provider shall attempt to obtain from the Prisoner or Resident the name of the source, group, and policy numbers, expiration date of any policy or coverage, and any other relevant information.

2. Off-Site Services

For those Prisoners or Residents who receive off-site medical services and for whom there are one or more third-party sources affording reimbursement of the claim(s), Provider shall convey any information obtained from the Prisoner or Resident to the medical service provider(s) for their direct billing.

3. Communication of Information

Provider shall share with MDOC all information and documentation received regarding a Prisoner's or Resident's insurance or regarding potentially available other third-party sources.

VI. STAFFING AND PERSONNEL REQUIREMENTS

A. Staffing Requirements

Provider shall furnish health care, medical, administrative, and secretarial staff sufficient to furnish the services required by this Agreement. Initial staffing by Provider shall comply with the staffing matrices that appear as Exhibit 1 to this Agreement. The parties may modify Exhibit 1 by amendment of the Agreement, in which case Provider shall furnish staffing in accordance with the modified matrices. Should additional staffing be required, the parties shall, by amendment to the Agreement, increase the compensation to Provider.

As to all staffing positions provided by Provider, Provider shall furnish the agreed-upon services at all times agreed to by Provider and MDOC. If the services of any clinical, non-administrative position are not provided, whether due to a staff member's vacation or illness or any other reason, or if any administrative position is vacant for more than 30 days, Provider's compensation shall be adjusted in accordance with paragraph VIII(C).

B. Staff

1. Initial engagement of all Provider's employees and independent contractors shall be subject to final approval by the Agreement Administrator and the Chief Administrative Officer or On-Site Manager of the particular MDOC facility. Upon written request by the Commissioner or designee or the Chief Administrative Officer or designee, Provider shall remove any employee or independent contractor when the Commissioner or designee or Chief Administrative Officer or designee deems it in the interest of MDOC to do so. Provider may replace the position with a temporary replacement until a permanent replacement is located.

2. All staff furnished by Provider shall be required to pass a background investigation conducted by MDOC as a prerequisite of initial and/or continued access to MDOC facilities. The cost of this investigation shall be the responsibility of MDOC.
3. All staff provided by Provider shall comply with all federal and State statutes, rules and regulations, and licensing requirements, all applicable court orders, all MDOC directives, and all MDOC Policies and Procedures. All staff furnished by Provider shall be licensed and certified appropriate for their positions and functions. Provider shall furnish to MDOC and keep on file all required licenses and certifications, all renewals of licenses and certifications, and any modifications to or restrictions on any licenses or certifications, of staff providing services under the Agreement. In addition, Provider shall require any person furnishing health care services under the Agreement to notify Provider of any changes, modifications, or restrictions made to, or any lapsing of, required licenses or certifications. Within 5 working days of receiving any such notification, Provider shall notify the Agreement Administrator of any such change, modification, restriction, or lapsing.
4. Provider shall furnish as to each member of its health care staff written job descriptions and performance expectations which have been approved by MDOC and which clearly delineate the staff's assigned responsibilities.
5. On any day that an MDOC nurse does not provide a scheduled service, Provider may but is not required to provide the service if requested by the On-Site Manager. If Provider furnishes a scheduled service for the MDOC nurse, Provider shall submit to MDOC the information required by paragraph VII(C) and MDOC shall add to the contractual payment an amount equivalent to the rate for the nurse contained in the applicable matrix in Exhibit 1. Provider may backfill for a State position only when doing so does not result in a lack of coverage for any part of a shift of a clinical position required of Provider under this Agreement.
6. If a Prisoner or Resident makes a threat of serious harm to self or another or a threat to security of the facility or a Provider employee or independent contractor otherwise believes in good faith that a Prisoner or Resident poses a risk to security or safety, the employee or independent contractor shall report the risk to a facility security supervisor as soon as possible. Other information not otherwise disclosable may not be revealed.
7. At the request of a Chief Administrative Officer, Provider and Provider's employees and independent contractors shall cooperate fully with any internal or external investigation into a specific case or incident at an MDOC facility or involving a Prisoner or Resident. If the investigation involves services being provided under this Agreement, MDOC shall notify Provider of that fact before seeking Provider's cooperation.

C. Administrative Staff

1. Provider's administrative staff shall ensure that the health care staff adheres to all applicable federal and State statutes, rules and regulations, all applicable court orders, all MDOC directives, and all MDOC Policies and Procedures.
2. Provider and Provider's administrative staff shall ensure that the Provider's health care and administrative staffs report any unusual problems or incidents to the MDOC facility's Chief Administrative Officer and On-Site Manager within 24 hours of the problem or incident.
3. Provider's administrative staff shall represent health care services in discussions with local civic groups or visiting officials as determined by the MDOC facility's Chief Administrative Officer or designee.
4. Provider's administrative staff shall properly complete evaluations for Provider's employees when required by and in accordance with applicable laws and rules and shall provide, when requested by MDOC, input to MDOC relative to MDOC employees working under Provider's direct supervision.
5. Provider's administrative staff shall ensure that the health care status of Prisoners and Residents admitted to outside hospitals is reviewed to ensure that the duration of the hospitalization is no longer than medically necessary.
6. Provider's administrative staff shall ensure that all health care contacts are documented in the Prisoner's or Resident's health care record in the proper format in accordance with standard medical practice, NCCHC and ACA standards, and any relevant MDOC Policies and Procedures.
7. Provider's administrative staff shall ensure timely payment of vendor invoices. Provider shall promptly bring to the attention of the Agreement Administrator any conflicts or disputes arising out of late payments. Provider shall pay invoices of contracted vendors in a timely manner and in accordance with the terms of the contract between Provider and the vendor. Barring unusual circumstances, such invoices for approved "clean claims" shall be processed and paid within 90 days from receipt. Provider's failure to make timely payment to a contracted vendor of a clean claim shall subject Provider to the adjustment prescribed in paragraph VIII(H).
8. Provider's Health Services Administrator or designee for each facility shall be on-call 24 hours a day, 7 days a week, in order to ensure the orderly operation of the health care program.

D. Personnel Policies

1. Procedures

Provider must prepare and keep on file at each MDOC facility written personnel procedures governing Provider's employees. Provider shall furnish a copy of the personnel procedures, and any modifications, to the On-Site Manager or designee. The personnel procedures shall include, but not be limited to, provisions for familiarizing employees with statutes, rules and regulations, and MDOC Policies and Procedures concerning security, confidentiality, affirmative action, and nondiscrimination in service delivery and employment.

If any of Provider's recruitment practices or personnel policies and procedures furnished by Provider in response to the RFP are added to, deleted or eliminated, or changed in any other way, Provider shall notify the Agreement Administrator of the change.

Provider shall make available to MDOC upon request a copy of Provider's contracts with independent contractors furnishing services under this Agreement.

2. Personnel Records

Provider shall maintain on site at each MDOC facility personnel records for each employee of Provider. These records shall include, but not be limited to:

- a. Statement of the employee's job description and responsibilities;
- b. Statement of the employee's job qualifications;
- c. The employee's resume or job application, including name, address, and social security number;
- d. Other records, including payroll and time and attendance records, documenting the employee's program assignment and the hours and days worked. The personnel records shall contain I-9s and/or meet all immigration and naturalization laws; and
- e. Training records.

3. Inspection

Any MDOC employee or authorized agent of MDOC conducting a duly authorized inspection shall have access only to those personnel records specified in 2 (a - e) above, unless further access is granted or required by federal or State statute or regulation.

E. Orientation

Provider shall ensure that all new health care personnel, prior to assuming their responsibilities, receive orientation regarding medical practices on-site and complete the minimum MDOC training requirement for new non-security personnel. MDOC shall be responsible for orientation regarding non-medical operations at the MDOC facilities. Provider shall be responsible for compensation for staff while in orientation training.

VII. **COMPENSATION**

A. Agreement Price

Unless otherwise expressly stated in this Agreement, MDOC shall pay Provider, for services furnished and costs incurred by Provider during the fifteen-month term of and in accordance with this Agreement, the following fees:

- | | | |
|----|--|-------------------------|
| 1. | For CPR and other personal protection equipment, an amount for the <u>fifteen-month term</u> not to exceed: | \$ 20,625.00 |
| 2. | For the training specified in subparagraph V(BB)(2), an amount for the <u>fifteen-month</u> term not to exceed: | \$ 6,875.00 |
| 3. | For all other services and costs incurred under this Agreement, an amount for the fifteen-month term not to exceed: | \$ 10,958,682.00 |
| 4. | Total Agreement Price for health care services for the fifteen-month term: | \$ <u>10,986,182.00</u> |
| 5. | For temporary adult mental health services under paragraph IV(P), the monthly amount not to exceed \$28,021/month and a total amount for the 3-month period not to exceed: | \$ 84,063.00 |
| 6. | Total Agreement Price for health care services for the fifteen-month term and <u>temporary adult mental health services for the three-month period:</u> | \$ <u>11,070,245.00</u> |

member

MDOC shall pay to Provider, or alternatively, MDOC shall be entitled to a credit from Provider, in the amount of a per diem charge of \$3.89 for each Prisoner and Resident above or below an average daily aggregate Prisoner and Resident population of 2120 Prisoners and Residents. The population count for purposes of compensation shall include all Prisoners and Residents for whom Provider is responsible to provide or to pay

for services. At the beginning of each month, MDOC shall determine the average daily aggregate Prisoner and Resident population for all MDOC facilities during the preceding month. The per capita per diem charge or reduction for any month shall be calculated by multiplying \$3.89 times the amount by which the average daily aggregate Prisoner and Resident population for the month exceeds or is less than 2120. The per capita per diem charge set forth herein shall be waived by Provider for the first 90 days of this Agreement. If the per capita per diem charge or reduction results in an increase or decrease in the Agreement Amount specified in Rider B, section 1, the parties shall enter into an amendment to this Agreement to reflect the agreed-upon adjustment.

If the parties renew this Agreement in accordance with paragraph II(A), the pricing for each twelve months of the renewal period shall be the Total Agreement Price for medical services specified in subparagraph A(4) above (adjusted to reflect an annualized figure), adjusted by the increase in the Medical Care Component of the Consumer Price Index for the Northeast Region of the United States within the 12 months immediately preceding the commencement of the period of renewal plus 2%.

B. Payments

Provider shall submit monthly invoices to MDOC on or before the tenth day of the month of service, and MDOC shall pay the invoices on or before the last day of the month of service. The monthly payments to Provider for the initial fifteen-month term of the Agreement shall be an "estimated payment" of \$732,412, or 1/15 of the Total Agreement Price for medical services specified in subparagraph A(4) above, plus any additional per diem payments (after the initial 90 days of the Agreement) and the payment for the temporary mental services for the three-month period from April 1, 2003 through June 30, 2003. For any renewal terms of the Agreement, the monthly payment shall be 1/12 of the annualized contract cost (increased in accordance with the terms of this Agreement), minus any overpayments, penalties, or adjustments described in Section VIII and any other instances of non-compliance with this Agreement.

The final payment of the term of this Agreement shall be handled as follows: MDOC shall pay 50% of the invoice by the last day of service, and MDOC shall pay the remaining 50% of the invoice, less any applicable overpayments, adjustments, or penalties, within 45 days of the last day of service.

C. Invoice Documentation

Provider shall submit to the Agreement Administrator, with a copy to the Chief Administrative Officer and the On-Site Manager of each facility, an invoice, for each MDOC facility, on the last day of each month, identifying the dates of service in four-week increments for the billing period.

Provider shall submit to the Agreement Administrator, with a copy to the Chief Administrative Officer and the On-Site Manager of each facility, biweekly reports of the number of contract hours, the number of contract hours per employee, and the hours of

service provided. Provider also shall submit documentation for its independent contractors and a biweekly time sheet for all staff by facility, identifying each staff member's position title, the dates worked, and the number of hours worked for each position and identifying the service provided. Provider's approving supervisor shall sign time slips before they are submitted to MDOC. Once the payroll payment has been made, Provider shall provide copies of actual payroll to MDOC as backing to the time slips.

In the case of backfilling to cover for state employees, Provider shall identify the date(s) of coverage, the name of the State employee being replaced by Provider's staff, the name of Provider's staff member providing the coverage, and the start time and end time of the coverage.

D. Changes to Scope of Services

1. If, during the term of the Agreement, any event or circumstance, as defined in subparagraph D(3), occurs and results in an increase of at least 3% in the Total Agreement Price for health care services specified in subparagraph A(4), Provider shall deliver to the Agreement Administrator written notice that, in accordance with this paragraph, substantial change has occurred in the scope of services. The written notice must be accompanied by documentation showing the calculations for the 3% increase in the Agreement Price and stating the specific reasons for the increase. Within 30 days of MDOC's receipt of the written notice and supporting documentation, the parties shall meet and negotiate in good faith regarding possible changes in compensation to Provider or in the scope of services under the Agreement, or both. If the parties fail to reach agreement regarding changes in compensation or scope of services requirement within 60 days of MDOC's receipt of the notice and supporting documentation, then the parties shall submit the dispute to arbitration in accordance with Rider D, paragraph A.
2. If, during the term of the Agreement, any event or circumstance, as defined in subparagraph D(3), occurs and results in a decrease of at least 3% in the Total Agreement Price for health care services specified in subparagraph A(4), MDOC shall deliver to Provider written notice that, in accordance with this paragraph, substantial change has occurred in the scope of services. The written notice must be accompanied by documentation showing the calculations for the 3% decrease in the Agreement Price and stating the specific reasons for the decrease. Within 30 days of Provider's receipt of the written notice and supporting documentation, the parties shall meet and negotiate in good faith regarding possible changes in compensation to Provider or in the scope of services under the Agreement, or both. If the parties fail to reach agreement regarding changes in compensation or scope of services requirement within 60 days of Provider's receipt of the notice and supporting documentation, then the parties shall submit the dispute to arbitration in accordance with Rider D, paragraph A.

3. As used in subparagraphs D(1 and 2), "event" or "circumstance" means only the following:
 - a. Adoption, implementation, amendment, or modification of any applicable law, rule, regulation, standard, court order, policy, practice or procedure of any applicable governmental unit, agency or office;
 - b. Adoption or change of any standard of care or treatment protocol; or
 - c. Introduction of a new medication or therapy to treat an illness, disease or condition; or
 - d. Determination that information provided by MDOC in the Request for Proposals that resulted in this Agreement was inaccurate or incomplete.

VIII. PENALTIES AND ADJUSTMENTS TO COMPENSATION

A. Population Adjustment

If the average daily population of all the MDOC facilities exceeds or falls below 2120 by 10% or more for a period of thirty or more consecutive days, MDOC reserves the right to renegotiate the price of the contract. Until such time as the parties renegotiate and execute a written amendment to the Agreement, (i) if the average daily population exceeds 2120 by 10%, MDOC shall continue to pay Provider the per capita per diem payment for all Prisoners and Residents in excess of 2120 in accordance with paragraph VII(A), or (ii) if the average daily population is less than 2120 by 10%, MDOC shall be entitled to a credit, in the amount of the per capita per diem payment, against its payments to Provider for all Prisoners and Residents below 2120.

If any MDOC facility is closed during the term of the contract, MDOC reserves the right to renegotiate the price of the contract. If any MDOC facility is opened or added to the facilities for which Provider is responsible, the parties shall renegotiate the services and the price of the Agreement.

B. Telemedicine Adjustment

In order to ensure that as much service as possible is provided at the MDOC facilities rather than off-site, the Provider shall be entitled to an upward adjustment of compensation in the amount of \$50 for each telemedicine consultation for a Prisoner or Resident that obviates an off-site consultation. However, appropriate medical treatment shall be the overriding factor in determining whether to use teleconferencing equipment for a consultation.

C. Staffing Level and Service Adjustments

In the event that, on any day or shift, one or more clinical non-administrative positions that Provider is required to fill under this Agreement are not staffed by a person or persons possessing qualifications at least as high as those required by that position(s), a deduction(s) shall be made from the monthly contractual payment to Provider. In the event that an administrative position is vacant for more than 30 consecutive days, a deduction shall be made from the monthly contractual payment to Provider for each day that the position remains vacant in excess of 30 days unless such position is filled with a per diem or PRN replacement until such time as a permanent replacement is located. Cross-coverage (one individual assigned to two positions simultaneously) shall not be considered coverage under the Agreement. No deduction shall be taken for any position or shift not filled within the initial 90-day period following commencement of Provider's services under this Agreement.

In addition to the above base rate adjustment, unfilled staff positions shall be subject to an additional fringe benefit reduction. Both the base rate adjustment and fringe benefit reduction shall be based upon the staffing cost data furnished by Provider in response to Part X of the RFP, subject to any modifications required by MDOC and agreed to by Provider.

D. Accreditation Penalty

1. NCCHC Accreditation

- a. All MDOC facilities accredited by NCCHC as of April 1, 2003, must remain accredited throughout the term of this Agreement and any renewals of the Agreement.
- b. All MDOC facilities not accredited by NCCHC as of April 1, 2003, must be accredited by NCCHC by December 31, 2004.
- c. In the event that existing accreditation is lost or initial accreditation is not obtained by December 31, 2004 at any MDOC facility, a \$10,000 penalty shall be assessed against Provider for each such facility. The total amount of any penalty for non-accreditation or lost accreditation during the term and any renewal term of this Agreement shall not exceed \$50,000.

2. ACA Accreditation

- a. If, during an ACA accreditation audit, a facility is found to be deficient in any health care standards, the Provider shall pay to MDOC a penalty of \$10,000 for any deficient mandatory standard and \$7,500 for any deficient non-mandatory standard. If a facility fails an ACA accreditation audit and receives a reconsideration audit and fails the reconsideration audit, the

penalty for any health care standard found deficient in both audits shall be twice the penalty specified in the first sentence.

- b. If existing ACA accreditation is lost at an MDOC facility, initial accreditation is not obtained by December 31, 2004, or an MDOC facility fails to maintain ACA accreditation due to the non-compliance of the healthcare delivery system, a penalty of \$50,000 shall be assessed against the Provider. Full compliance with ACA standards and re-accreditation must be established as soon as possible.
3. The Provider shall be excused from the accreditation penalty under subparagraphs 1 or 2 if the Provider has not assumed responsibility under this Agreement for the delivery of services for at least 9 months before the accreditation audit. The Provider also shall be excused from the accreditation penalty under subparagraphs 1 or 2 due to any deficiencies that are attributable to:
 - a. MDOC or any of its other providers or independent contractors, whether in connection with the contract or otherwise; or
 - b. the failure of NCCHC or ACA to respond to the Provider in a timely manner.

E. Performance Adjustment

The instrument used in the independent audit referred to in paragraph V(AA) of the Agreement shall consist of various categories of medical, dental, pharmacy and other pertinent categories. The instrument, or audit tool, to be used and the classification of categories for purposes of auditing and any adjustments resulting therefrom, are to be based upon an audit tool that shall be consistent with NCCHC standards categorization. Consistent with NCCHC categorization, each category shall be labeled "essential" or "important." Performance thresholds of 95% compliance for "essential" categories and 85 % for "important" categories shall be required. In the event Provider fails to meet these thresholds, MDOC will assess an adjustment against Provider's monthly invoice or invoices as follows: a \$500 adjustment per category per audit will be levied for each failure to meet the threshold for an "essential" category and a \$250 adjustment per category per audit will be levied for each failure to meet the threshold for an "important" category.

F. Late Report Adjustment

1. Monthly Reports. In the event Provider fails to provide any monthly report specified in F(4) below within 15 days of the close of any given month, the report shall be deemed late. Any late report not received within 20 days thereafter shall result in an adjustment assessed in the amount of \$500. Provider shall be assessed additional adjustments of \$500 per month for each successive month that the report is not received.

2. Quarterly Reports. If Provider fails to provide any quarterly report specified in F(4) below by the fifteenth of the month following the close of the quarter, the report shall be deemed late. Any late report not received within 20 days thereafter shall result in an adjustment assessed in the amount of \$500. Provider shall be assessed additional adjustments of \$500 per month for each successive month that the report is not received.
3. Semiannual Reports. If Provider fails to provide any semiannual report specified in F(4) below by the fifteenth of the month following the end of the semiannual period, the report shall be deemed late. Any late report not received within 20 days thereafter shall result in an adjustment assessed in the amount of \$500. Provider shall be assessed additional adjustments of \$500 per month for each successive month that the report is not received.
4. Reports Subject to Adjustment. The following reports are subject to the Late Report Adjustment:

<u>Report</u>	<u>Frequency</u>
<u>Adult and Juvenile Medical Services Providers:</u>	
Utilization data [V(E)]	- Monthly
Medical Audit Committee Minutes [V(Z)]	- Monthly
Facility Program Description Report [V(F)]	- Semiannually ✓
Quality Assurance meetings minutes [V(Y)]	- Monthly
Performance Report [IV(O)]	- Quarterly

G. Transition Penalty

A transition penalty of \$25,000 may be assessed against Provider if Provider fails to have at least 80% of the required aggregate staffing for all MDOC facilities on site as of 90 days after the effective date of the contract. Provider may not utilize temporary personnel, private nursing agencies, or vendors supplying temporary physicians to satisfy the 80% staffing requirement.

The transition penalty shall apply, even if the aggregate staffing exceeds 80% of the required staffing hours, if the facility does not have a designated health service administrator, designated primary care physician, or designated director of nursing.

H. Late Payment Adjustment

If Provider fails to pay a contracted vendor or creditor providing goods or services relating to the Agreement within the time specified by the contract between the Provider and the vendor, upon receipt of a properly payable, approved "clean claim," an adjustment of 10% of the amount of the particular invoice shall be assessed unless the Agreement Administrator, at his or her sole discretion, excuses or reduces the adjustment.

I. Penalties and Adjustments Non-Exclusive

The assessment and collection of any of the penalties or adjustments authorized by this Section VIII do not constitute an exclusive remedy and shall not preclude MDOC from terminating the contract in whole or in part, from seeking damages in a civil action, and/or from seeking other available judicial relief, because of such failures.

AGREEMENT FOR SPECIAL SERVICES
RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$11,070,245.00

2. **INVOICES AND PAYMENTS.** The Department will pay the provider as follows:

The Department shall pay Provider pursuant to the price, invoice documentation, and payment provisions of Rider A., paragraphs A, B, and C.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY.** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE.** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR.** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Katherine E. Plante
Title: Health Planner
Address: Maine Department of Corrections
#111 State House Station
Augusta, ME 04333-0111

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK.** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. **SUB-AGREEMENTS.** Unless provided for in this Agreement, no arrangement shall be made by Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between Provider and its employees assigned for services thereunder.
9. **SUBLETTING, ASSIGNMENT OR TRANSFER.** Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release Provider of its liability under this Agreement.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, Provider agrees as follows:
 - a. Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - b. Provider shall, in all solicitations or advertising for employees placed by or on behalf of Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to

race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.

- c. Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- e. Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL.** Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in Provider or any affiliate of Provider, without the written consent of the State Purchases Review Committee. Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
13. **WARRANTY.** Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
14. **ACCESS TO RECORDS.** Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.
15. **TERMINATION.** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.
16. **GOVERNMENTAL REQUIREMENTS.** Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any

legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS.** Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.
19. **NOTICE OF CLAIMS.** Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.
20. **APPROVAL.** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
21. **LIABILITY INSURANCE.** Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
23. **SEVERABILITY.** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
24. **INTEGRATION.** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.
25. **FORCE MAJEURE.** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.
26. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
27. **ENTIRE AGREEMENT.** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one

or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

**AGREEMENT FOR SPECIAL SERVICES
RIDER C
EXCEPTIONS TO RIDER B**

- A. Invoices and Payments. Section 2 of Rider B (“Invoices and Payments”), last sentence, is amended to read as follows:

The Department will process approved payments within 30 days, unless otherwise specified in Rider A, paragraph VII(B).

- B. Sub-Agreements. Section 8 of Rider B (“Sub-Agreements”), last sentence, is amended to read as follows:

This provision will not be taken as requiring the approval of contracts of employment between Provider and its employees or contracts between Provider and independent contractor physicians assigned for services thereunder.

- C. Equal Employment Opportunity. Subsections 10(f) and 10(g) of Rider B (“Equal Employment Opportunity”) are amended to read as follows:

f. Contractors and subcontractors with contractors in excess of \$50,000 (except independent contractor physicians) shall also pursue in good faith affirmative action programs.

g. Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement (except for contracts with independent contractor physicians to provide on-site services) so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- D. Access to Records. Section 14 of Rider B (“Access to Records”), last sentence, is amended to read as follows:

Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine and shall furnish copies thereof, if requested.

- E. Termination. Section 15 of Rider B (“Termination”) is amended by deleting the section and inserting in its place the following:

Either party has the right to terminate this Agreement, without cause, upon 120 days prior written notice. If Provider has not received the monthly “estimated payment” referred to

in Rider A, paragraph VII(B) within 60 days after the time specified in Rider A, paragraph VII(B), Provider shall have the right to terminate the Agreement upon 10 days prior written notice.

- F. Governmental Requirements. Section 16 of Rider B (“Governmental Requirements”) is amended to read as follows:

Provider warrants and represents that it will comply with all applicable governmental ordinances, laws, and regulations.

- G. Governing Law. Section 17 of Rider B (“Governing Law”), second sentence, is amended to read as follows:

Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums, or to the federal courts in the State of Maine.

- H. Indemnification. Section 18 of Rider B (“State Held Harmless”) is amended by deleting the section and inserting in its place the following:

Indemnification

Provider shall indemnify, defend, and hold MDOC, its employees, and agents harmless from and against any claims against MDOC, its employees and agents, based on the Provider’s failure or the failure of any employee or agent of Provider to perform its obligations under the contract. However, Provider will not be responsible for any claim arising out of: (1) MDOC or its employees or agents, other than Provider, its employees, or agents, preventing a Prisoner or Resident from receiving health care ordered by Provider or any of its employees or agents, (2) negligent failure by MDOC, its employees, or agents, other than Provider, its employees, or agents, to present an ill or injured Prisoner or Resident to Provider for treatment, or (3) the negligent acts or omissions of any MDOC employee or agent, other than Provider, its employees, or agents. This indemnification shall be capped at the current State tort claim limit of \$400,000. This indemnification shall not waive any tort claim or civil rights claim immunity defense otherwise available under the Maine Tort Claims Act or any other law.

- I. Insurance. Section 21 of Rider B (“Liability Insurance”) is amended by deleting the last sentence and by inserting at the end of the section the following:

Provider shall also comply with the following requirements regarding insurance coverage:

a. Professional Liability Insurance

- (1) Coverage. At the time of commencement of the contract, Provider shall have in force: (a) a professional liability insurance policy to cover tort claims against Provider and Provider’s staff, with a limit of \$1,000,000.00

REVISIONS TO MDOC-CMS Agreement for Medical Services
Dated March 26, 2002

p. 47 Replace Section H Indemnification with the following new section:

H. Indemnification. Section 18 of Rider B ("State Held Harmless") is amended by deleting the last sentence and by inserting at the end of the section the following limitation:

Notwithstanding any other requirements or provisions in this section, with respect to tort claims and civil rights claims, the following shall apply. Provider shall indemnify, defend, and hold MDOC, its employees, and agents harmless from and against any claims against MDOC, its employees and agents, based on the Provider's failure or failure of any employee or agent (including independent contractors) of Provider to perform its obligations under the contract. However, Provider will not be responsible for any claim arising out of: (1) MDOC or its employees or agents, other than Provider, its employees or agents (including independent contractors) preventing a Prisoner or Resident from receiving health care ordered by Provider or any of its employees or agents (including independent contractors), (2) negligent or intentional failure by MDOC, its employees, or agents, other than Provider, its employees, or agents (including independent contractors), to present an ill or injured Prisoner or Resident for treatment, or (3) the negligent or unlawful acts or omissions of any MDOC employee or agent, other than Provider, its employees, or agents (including independent contractors). This indemnification shall be capped at the current State tort claim limit of \$400,000. This indemnification shall not waive any tort claim or civil rights claim immunity defense otherwise available under Maine Torts Claims Act or any other law.

Department of Corrections

By: *AWL*

Date: 5-11-03

Correctional Medical
Services, Inc.

By:

Date: 5-09-03

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per occurrence and a \$3,000,000.00 total policy limit; and (b) civil rights insurance to cover civil rights claims against Provider and Provider's staff, with a limit of \$1,000,000 per occurrence and a \$3,000,000 total policy limit.

(2) Continuing Coverage. Provider shall keep in force throughout the entire term of this Agreement the policies of insurance required by this Agreement and/or by State and federal law. At the time of termination of the Agreement, Provider shall provide continuing insurance coverage to cover the claims described in a(1), using professional liability insurance and civil rights insurance policies subject to the same MDOC review and approval provisions described in a(3), for a period sufficient to meet any applicable statute of limitations.

(3) Proof of Coverage; Changes in Coverage. Provider shall submit to the Agreement Administrator proof of insurance coverage consistent with this Agreement before the signing of the Agreement. MDOC has the right to review any insurance policies procured by Provider. Provider shall promptly notify MDOC of any changes in insurance coverage, and MDOC shall have the right to approve any such changes. MDOC shall not unreasonably withhold such approval.

b. Employee-Related Insurance. Before signing the Agreement, Provider shall have in place, and shall be prepared to submit to MDOC proof of, Workers' Compensation Insurance as required by Maine law, Unemployment Insurance as required by federal and Maine law, and any other employee insurance required by federal or Maine law.

J. Non-Appropriation. Section 22 of Rider B ("Non-Appropriation") is amended by inserting at the end the following:

If the State, pursuant to this section, makes a partial de-appropriation of funds for this Agreement, the parties shall renegotiate the terms of the Agreement. If the State, pursuant to this section, de-appropriates all funds for this Agreement, Provider shall be excused from the performance of services under the Agreement beginning at the time the funds are no longer available.

K. Force Majeure. Section 25 of Rider B ("Force Majeure") is amended by inserting at the end the following sentence:

In exercising its discretion under this Section, the Department shall at all times act reasonably.

- L. Set-Off Rights. Section 26 of Rider B ("Set-Off Rights") is amended by amending the second sentence as follows:

These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement.

**AGREEMENT FOR SPECIAL SERVICES
RIDER D
ADDITIONAL PROVISIONS**

A. Arbitration

Whenever this Agreement specifies that a dispute shall be resolved by arbitration, arbitration shall be the exclusive means of resolving the dispute.

Either MDOC or Provider may give notice of intent to arbitrate by sending written notice to the other of its intention to arbitrate. The parties shall have 30 days from the receipt of such a notice to mutually agree on the identity of an arbitrator to resolve the dispute. The arbitrator shall be a professional with experience in the subject matter of the dispute, with his or her primary office in the State of Maine. Should the parties be unable to reach agreement on an arbitrator after 30 days, either party may request that the American Arbitration Association initiate its process for selection of an arbitrator, consistent with the foregoing requirements, pursuant to its Commercial Arbitration Rules. Unless otherwise mutually agreed, arbitration of the dispute shall begin within sixty (60) days of the date on which an arbitrator is selected.

The jurisdiction and authority of the arbitrator of the dispute and his or her opinion and award shall be confined exclusively to determination of the particular dispute arising under this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of the Agreement or to hear the merits of any dispute which does not qualify as a dispute subject to the arbitration provisions set forth herein. The arbitrator shall not impose on either party any limitation or obligation not expressly provided for in this Agreement. The written award of the arbitrator and a determination of the merits of any dispute properly adjudicated by the arbitrator within the arbitrator's jurisdiction and authority shall be final and binding on the parties and shall not be reviewable.

The costs and expenses for the arbitrator, and for the production of any records or other costs of the proceeding, shall be borne equally by the parties. The fees and expenses of counsel engaged by either party shall be borne by the party engaging such counsel. All arbitration under this paragraph shall take place at Augusta, Maine, unless otherwise mutually agreed by the parties.

B. Compliance

In addition to the requirements for compliance specified elsewhere in this Agreement, Provider shall at all times observe and comply with applicable all federal, State, and municipal laws, ordinances, and rules and regulations, all court orders, and all MDOC Policies and Procedures in any matter affecting the Agreement.

C. Confidentiality

Provider shall not, and Provider shall ensure that any employee or independent contractor rendering services under the Agreement shall not, communicate, in writing or orally, regarding the provision of such services, the conditions of confinement, or any other matter the knowledge of which has been obtained by virtue of their position as provider of health related services at MCC, MSP, BCF, DCF, CCF, CMPRC, MUYDC, or LCYDC with any other person, without the specific permission of the Chief Administrative Officer or designee unless (i) such communication is with another health care provider for the sole purpose of providing care to the Prisoner or Resident involved, or (ii) such communication is compelled by court order. This restriction does not apply to communications between the Provider and MDOC's staff, MDOC's attorney, or the Provider's employees or independent contractors, or to the release of a Prisoner's or Resident's health care records upon receipt of a signed and witnessed MDOC release of information form or pursuant to a court order. Provider shall promptly notify MDOC prior to communicating pursuant to a court order any information that is the subject of this paragraph.

MDOC owns the health care records created at MDOC facilities. Those health care records must remain on site and neither the Provider nor the Provider's employees or independent contractors may create duplicate copies for any reason. Provider may request copies of the health care records from MDOC when needed for purposes of litigation, quality assurance or peer review, or to respond to a court order.

D. Force Majeure

In the event that MDOC excuses the performance of one or more obligations of Provider because of the occurrence of one of the events listed in section 25 of Rider B, Provider shall make every effort to ensure that at least emergency medical services continue during the occurrence of the event(s).

In the event of such occurrences, MDOC reserves the right to assume control of some or all of the provision of health care services and Provider shall cooperate for the duration of the disruption of services.

E. HIPAA Compliance

By signing this Agreement, Provider agrees that it shall deliver systems and services that comply with any applicable provisions of Title II Subtitle F Sections 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder as of the date of this Agreement, including transaction, common identifier, and privacy and security standards, by the effective date of those rules and regulations. To the extent that such law and the rules and regulations are or may be held applicable to health care in the prison and correctional setting, and/or to the services provided under this Agreement by Provider, Provider shall comply with the rules and regulations, and

shall implement these rules and regulations so as to achieve consistency in data collection, validation, storage, retrieval, and consolidation with all the Department's programs. Provider shall comply with all applicable present and future rules, regulations, and standards adopted by the United States Department of Health and Human Services that relate to HIPAA.

F. Modification of the Agreement

Changes in services to be furnished under the Agreement, or other modifications of the Agreement, may be made only after being mutually agreed to in writing by the Provider and MDOC through an amendment to the Agreement. Modifications of the Agreement will commence only upon written approval by the Division of Purchases.

G. News Releases

Provider shall not issue news releases, press releases, or statements to the media regarding any aspect of the services being provided under the Agreement, or any matter pertaining to the Agreement, without the prior written consent of the Commissioner or designee.

H. Non-Compete Agreements

Provider may not enter into any agreement with any of its officers, employees, independent contractors, or subcontractors that would restrict or interfere in any way with their ability to:

1. Accept employment, an independent contractor relationship, or a subcontractor relationship with MDOC, with any other agency of the State of Maine, or with an entity furnishing services or goods to MDOC or any other agency of the State of Maine;
2. Compete with Provider; or
3. Negotiate with MDOC or any other agency of the State of Maine for a contract for health care services or for any other future contract with MDOC or any other agency of the State of Maine.

I. Notices

All notices and requests by MDOC or Provider, unless jointly agreed to otherwise in writing, shall be in writing and shall be delivered by certified mail, return receipt requested, or by guaranteed overnight delivery service, to the correct address of the parties to the Contract. A party changing its address shall give notice of the new address to the other party. Notices to be served on MDOC shall be sent or delivered to Commissioner, Department of Corrections, State House Station #111, Augusta, Maine

04333-0111. Notices to be served on Provider shall be sent or delivered to President, Correctional Medical Services, Inc., 12647 Olive Boulevard, St. Louis, Missouri 63141.

J. Performance Bond

Upon the date of execution of the Agreement, Provider shall file with the Agreement Administrator a performance bond payable to "Treasurer, State of Maine" in the amount of \$900,000 guaranteeing full and faithful performance of all undertakings required of Provider by this Agreement, and the payment of all Provider's obligations arising under the Agreement for both the initial term and all renewals or extensions. The bond shall be for a twelve-month term and shall be renewable annually on the anniversary date of the Agreement. The bond must be in the manner and form prescribed by the State of Maine and must be issued by an insurance or security company authorized to issue such a bond in the State of Maine. The bond shall be in effect at all times during the term of this Agreement and any renewals of the Agreement.

K. Proprietary Data

If Provider furnishes proprietary data to MDOC and wishes to maintain the confidentiality of the data, Provider shall clearly mark or label the document or documents containing the data "proprietary." MDOC shall not disclose to any party data contained in documents received from Provider and marked "proprietary," except that MDOC may disclose the data (i) to individuals in other State of Maine agencies when necessary for the benefit of the State of Maine, (ii) when required by subpoena, court order, statute, or rule or regulation, (iii) when the disclosure involves only aggregates, summaries, or totals of the data, or (iv) when authorized in writing by Provider.

L. Publication of Findings

Provider shall not publish or disclose any findings based on data obtained from or relating to the operation of the Agreement without the prior written consent of the Commissioner or designee.

M. Requirements Contract

During the term of the contract, Provider shall furnish all of the services specified in the RFP, Provider's Proposal, and this Agreement.

N. Research

Provider shall not conduct any research projects involving Prisoners or Residents without the prior written consent of the Commissioner or designee. Provider and MDOC may collaborate to identify opportunities for Provider, or for Provider and MDOC, to perform research regarding best practices in a correctional setting. If the parties agree that Provider should perform the research, the parties shall reduce their understanding to writing before Provider begins the research. Provider may conduct authorized research

only in compliance with State law, with MDOC Policies and Procedures, and with the written conditions and guidelines agreed upon by the Provider and MDOC. In every case, the written informed consent of a subject of a research project shall be obtained before the subject may participate. In the case of a Resident, the written informed consent shall be obtained from the juvenile's parent or guardian prior to participation of the juvenile, parent, or guardian.

Provider shall cooperate fully with any research conducted by MDOC, by another State of Maine agency, or by an outside research firm approved by MDOC.

O. Transition

1. Upon execution of this Agreement, Provider shall work with MDOC, any other agencies designated by MDOC, and the current vendor of medical services, to ensure an orderly transition of services and responsibilities under the Agreement and to ensure continuity of health care for Prisoners and Residents.
2. In the event that services provided by Provider end by either expiration or termination of the Agreement, except when the Agreement is terminated by Provider upon 120 days prior written notice pursuant to Rider C, paragraph D, or upon 10 days prior written notice for non-payment of services pursuant to Rider C, paragraph D, Provider shall continue to provide the services required by the Agreement, if and to the extent requested by the Commissioner or designee until new services are completely operational. The transitional period shall not extend more than 180 days after the expiration date of the Agreement, after the expiration date of any renewal period, or after the date of termination of the Agreement if the Agreement is terminated before the expiration date. MDOC shall reimburse Provider during the period of transition at the rate in effect when the Agreement expired or was terminated, plus an additional amount equal to any increase in the Medical Care Component of the Consumer Price Index for the Northeast Region of the United States that occurs within the 12 months immediately preceding the date of expiration or termination.

During the transition, Provider shall:

- a. Cooperate fully with any successor or replacement provider and with the State of Maine to ensure a smooth and timely transition to the successor or replacement provider;
- b. Ensure that the medical records are complete and up-to-date as to fully inform the successor health services provider(s) about the medical condition of all Prisoner and Resident patients;
- c. Continue providing services to Prisoners and Residents until these duties are actually taken over by the successor health services provider(s), so that

at no time are the Prisoners or Residents in the MDOC facilities without health services;

- d. Preserve and deliver to MDOC all records of any type, whether electronic or paper, that are maintained by Provider with respect to the performance of the contract, including, but not limited to, Prisoner/Resident medical records;
- e. Preserve, inventory, account for, and deliver to MDOC all property belonging to MDOC, including, but not limited to, computers and office furniture;
- f. Preserve, inventory, account for, and deliver to MDOC any and all pharmaceuticals and supplies on hand at the MDOC facilities or in shipment to the MDOC facilities; and
- g. Allow the successor health services provider timely access to Provider's employees at the MDOC facilities to interview them and to offer any or all of them future employment.

AGREEMENT FOR SPECIAL SERVICES
RIDER E
SPECIFICATIONS OF SERVICES TO BE PERFORMED BY
TEMPORARY PSYCHIATRIST FOR ADULT FACILITIES

Consistent with paragraph IV(P) of Rider A, Provider shall comply with the following requirements in furnishing temporary psychiatric services for Prisoners at the adult MDOC facilities. As used in this Rider, "Provider contracted psychiatrist" means the independent contractor psychiatrist engaged by Provider to provide the temporary psychiatric services.

- A. Non-exclusivity of Services. Provider's services in furnishing temporary psychiatric services at the MDOC facilities shall be non-exclusive. MDOC may engage contractors other than Provider to furnish psychiatric services at the adult MDOC facilities between April 1, 2003, and June 30, 2003.
- B. Qualifications. The psychiatrist engaged by Provider shall be Board certified or Board eligible in psychiatry, and shall be licensed to practice medicine in the State of Maine at all times while providing services under the Agreement.

Provider shall notify the Agreement Administrator immediately if any action is taken by any agency of any state against the Provider contracted psychiatrist's license, or if the Provider contracted psychiatrist's license expires, during the term of the Agreement. Provider also shall notify the Agreement Administrator immediately if, at any time during the term of the Agreement, the Board certification of a Board certified Provider contracted psychiatrist lapses.

- C. Performance Standards. In addition to any other standards that may be set forth elsewhere in this Agreement, Provider shall comply with the following performance standards:
1. Provider shall be responsible for furnishing direct clinical psychiatric care to Prisoners at the MDOC facilities Monday through Friday during regular business hours or in accordance with a schedule approved by the Clinical Director.
 2. Provider shall furnish on-call emergency psychiatric coverage 24 hours per day, 7 days per week. The Provider contracted psychiatrist shall be available by telephone or beeper and, if clinically indicated in the sole judgment of the psychiatrist, shall go on grounds at the MDOC facility to consult for psychiatric emergencies during nights, weekends, and holidays. The Provider psychiatrist shall be able to respond by telephone to a call for emergency assistance from an MDOC facility within 15 minutes of the call. The Provider psychiatrist also shall be able to arrive at an MDOC facility to consult for psychiatric emergencies within two hours of receiving a call; however, the Provider psychiatrist is required to go on site only if appearance at the MDOC facility is clinically indicated in the sole judgment of the Provider psychiatrist.

3. To the extent feasible within the hours of services required by this Agreement, the Provider contracted psychiatrist shall evaluate:
 - a. Prisoners newly received at an MDOC facility (other than those transferred from another MDOC facility) who, at the time of their commitment, transfer or detention, are receiving or are believed to be in need of psychotropic medications; and
 - b. Prisoners referred by the Chief Psychologist, mental health staff, medical staff, or Chief Administrative Officer or designee.
4. The Provider contracted psychiatrist shall exercise sound professional judgment and, where clinically indicated, prescribe medications in conformity with the MDOC formulary and with MDOC Policies and Procedures. Provider and the Provider contracted psychiatrist shall order and prescribe all medications from MDOC's pharmacy contractor.
5. The Provider contracted psychiatrist shall provide consultations on any Prisoner as requested by an MDOC facility's Chief Psychologist, mental health staff, medical staff, or Chief Administrative Officer or designee.
6. No later than 14 calendar days before the Provider contracted psychiatrist takes scheduled time off, Provider shall provide notice of the time off to the On-Site Manager at the MDOC facility or facilities at which the Provider contracted psychiatrist would provide services during the period of time off.
7. The Provider contracted psychiatrist shall work collaboratively with mental health staff and case management teams in developing initial assessments and ongoing treatment plans for Prisoners.
8. Consistent with the treatment plans, the Provider contracted psychiatrist shall arrange for consultations with other medical and mental health specialists as indicated. The Provider contracted psychiatrist shall also assist as necessary in arranging for transfer of acutely mentally ill Prisoners who require treatment at the MDOC Mental Health Unit or at the Augusta Mental Health Institute or the Bangor Mental Health Institute when necessary.
9. The Provider contracted psychiatrist shall develop collaborative relationships with MDOC facility staff, BDS, and community treatment programs to ensure continuity of care with community providers and to further MDOC's goals in improving mental health care.
10. The Provider contracted psychiatrist shall make every effort, in cooperation with staff at MDOC facilities, to evaluate and treat Prisoners and consult with staff at times when Prisoners and staff are most readily available.

11. The Provider contracted psychiatrist shall cooperate with MDOC staff in ensuring security at the MDOC facilities and shall not engage in any action or omission that jeopardizes in any way security, safety, and orderly management.
 12. Upon a Prisoner's release from an MDOC facility, the Provider contracted psychiatrist may prescribe a supply of psychotropic medication consistent with MDOC Policies and Procedures in order to facilitate continuity of care during the Prisoner's transition to community-based treatment.
 13. The Provider contracted psychiatrist shall meet weekly with staff at MSP and MCC, as coordinated by each facility's Chief Psychologist or designee, in a clinical case conference for the purpose of treatment planning. The Chief Psychologist or designee may invite other persons to the conference.
 14. The Provider contracted psychiatrist shall be responsible for completing MDOC's Incident Reports in conformity with MDOC Policies and Procedures.
 15. The Provider contracted psychiatrist shall participate in all training and orientation required by MDOC, and in particular shall participate in all training and orientation relating to security, safety, and orderly management.
 16. The Provider contracted psychiatrist shall participate in internal quality assurance programs at the MDOC facilities.
 17. Provider and the Provider contracted psychiatrist shall cooperate fully with any individual or entity retained by MDOC to conduct an independent audit of mental health care at MDOC facilities or an independent audit of services provided under the Agreement.
 18. During the time the Provider contracted psychiatrist performs services under the Agreement, the Provider contracted psychiatrist's primary practice shall be the furnishing of the services specified in this Rider E at the MDOC adult facilities.
- D. Termination of Psychiatrist's Services. After consultation with Provider, the Commissioner or designee may require in writing Provider to terminate the services of the Provider contracted psychiatrist for the purpose of furnishing services under this Agreement for any reason when the Commissioner or designee deems it in the interest of MDOC to do so.
- E. Treatment Standards. At all times while providing services under this Agreement, the Provider contracted psychiatrist shall treat Prisoners in a manner consistent with the resources available and the standards established in the medical community of which the MDOC facilities are a part, and shall conform to the ethical and professional standards of the American Medical Association, American Psychiatric Association, American Osteopathic Association, the standards of the American Correctional Association and the National Commission on Correctional Health Care, the standards of the psychiatrist's

licensing board, as well as any requirements imposed by any applicable court order that may be entered during the term of the Agreement. Provider and the Provider contracted psychiatrist shall comply with all applicable provisions of federal and state law; all applicable rules and regulations of any federal or state licensing authority; and all MDOC Policies and Procedures.

**AGREEMENT FOR SPECIAL SERVICES
RIDER F
SPECIFICATIONS OF SERVICES TO BE PERFORMED BY
TEMPORARY MASTERS LEVEL COUNSELORS AT
MAINE CORRECTIONAL CENTER**

Consistent with paragraph IV(P) of Rider A, Provider shall comply with the following requirements in furnishing temporary masters level counseling services for Prisoners at MCC. As used in this Rider, "masters level counselor" means either or both of the two positions specified in subparagraphs IV(P)(2 and 3) of Rider A.

B. Non-exclusivity of Services. Provider's services in furnishing temporary masters leveling counseling services at MCC shall be non-exclusive. MDOC may engage contractors other than Provider to furnish psychiatric services at the adult MDOC facilities between April 1, 2003, and June 30, 2003.

B. Qualifications. Each masters level counselor furnished by Provider pursuant to paragraph IV(P) shall be either a :

1. Maine-licensed clinical social worker;
2. Maine-licensed clinical professional counselor; or
3. Maine-licensed Masters-level psychiatric nurse.

Provider and the masters level counselor shall notify the Agreement Administrator immediately if any action is taken by any agency of any state against a masters level counselor's license, or if the master's level counselor's license expires, during the term of the Agreement.

C. Performance Standards. In addition to any other standards that may be set forth elsewhere in this Agreement, Provider shall comply with the following performance standards:

1. Provider's masters level counselors shall be responsible for furnishing direct individual and group mental health counseling to Prisoners at MCC in accordance with a schedule approved by the Clinical Director or designee.
2. Provider's masters level counselors shall perform services under the supervision of the Chief Psychologist at MCC.
3. Provider's masters level counselors shall provide consultations as requested by MCC's Chief Psychologist or designee, and/or Chief Administrative Officer or designee for any Prisoner.

4. No later than 14 calendar days before a masters level counselor takes scheduled time off, Provider shall provide notice of the time off to the Site Manager at MCC.
5. Provider's masters level counselors shall work collaboratively with other mental health staff and case management teams in developing initial assessments and ongoing treatment plans for Prisoners.
6. Consistent with the treatment plans, Provider's masters level counselors shall assist in arranging for consultations with other mental health specialists as indicated and shall assist as necessary in arranging for transfer of acutely mentally ill Prisoners who require treatment at the MDOC Mental Health Unit or at Augusta Mental Health Institute or Bangor Mental Health Institute when necessary.
7. Provider's masters level counselors shall develop collaborative relationships with MCC facility staff, BDS, and community treatment programs to ensure continuity of care with community providers and to further MDOC's goals in improving mental health care.
8. Provider's masters level counselors shall work collaboratively with health care personnel furnished by the medical services contractor and the adult psychiatric services contractor in providing mental health care at MCC.
9. Provider's masters level counselors shall make every effort, in cooperation with staff at MCC, to consult with Prisoners at times when Prisoners are most readily available.
10. Provider's masters level counselors shall cooperate with MDOC staff in ensuring security at MCC and shall not engage in any action or omission that jeopardizes in any way security, safety, and orderly management.
11. Provider's masters level counselors shall meet weekly with staff at MCC, as coordinated by the facility's Chief Psychologist or designee, in a clinical case conference for the purpose of treatment planning and clinical supervision. The Chief Psychologist or designee may invite other persons to the conference.
12. Provider's masters level counselors shall be responsible for completing MDOC's Incident Reports in conformity with MDOC Policies and Procedures.
13. Provider's masters level counselors shall participate in all training and orientation required by MDOC, and in particular shall participate in all training and orientation relating to security, safety, and orderly management.
14. Provider's masters level counselors shall participate in internal quality assurance programs at MCC.

15. Provider and Provider's masters level counselors shall cooperate fully with any individual or entity retained by MDOC to conduct an independent audit of mental health care at MCC or an independent audit of services.
 16. During the time Provider's masters level counselors perform services under this Agreement, the masters level counselors' primary practice shall be the furnishing of the services specified in this Rider F at MCC.
- D. Termination of Masters Level Counselor's Services. After consultation with Provider, the Commissioner or designee may require Provider to terminate the services of a masters level counselor psychiatrist for the purpose of furnishing services under this Agreement for any reason when the Commissioner or designee deems it in the interest of MDOC to do so.
- E. Treatment Standards. At all times during the term of this Agreement, Provider's masters level counselors shall treat Prisoners in a manner consistent with the resources available and the standards established in the medical and mental health community of which MCC is a part. Provider and Provider's masters level counselors shall comply with all applicable provisions of federal and state law; all applicable rules and regulations of any federal or state licensing authority; and all MDOC Policies and Procedures.

Exhibit 1

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR CMS REGIONAL OFFICE									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Medical Director	D							8	0.20
Dental Director	D							4	0.10
Subtotal								12	0.30
Administrative/Support Staff									
Program Director	D	D	D	D	D			40	1.00
Administrative Assistant	D	D	D	D	D			40	1.00
Subtotal								80	2.00
Subtotal - DOC employees*								0	0.00
Subtotal - CMS employees								92	2.30
TOTAL PROGRAM FTEs								92	2.30
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK									
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans									

CORRECTIONAL MEDICAL SERVICES

**CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS
AND CORRECTIONAL MEDICAL SERVICES
STAFFING PLAN FOR MCC**

POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician	D		D		D			24	0.60
PA	D	D	D	D	D			40	1.00
NP-Female Unit		D		D				8	0.20
Dentist	D		D		D			20	0.50
Subtotal								92	2.30
Administrative/Support Staff									
Health Services Administrator	D	D	D	D	D			28	.70
Director of Nursing	D	D	D	D	D			40	1.00
Optometrist			D					8	0.20
Medical Secretary	D	D	D	D	D			40	1.00
Medical Records Clerk	D	D	D	D	D			40	1.00
Dental Assistant	D		D		D			20	0.50
Dental Hygienist	D		D		D			16	0.40
Subtotal								192	4.80
Nursing Staff									
RN	D	D	D	D	D	D	D	56	1.40
RN	D	D	D	D	D	D	D	56	1.40
RN	D	D	D	D	D	D	D	56	1.40
RN	D	D	D	D	D	D	D	56	1.40
RN	E	E	E	E	E	E	E	56	1.40
RN	E	E	E	E	E	E	E	56	1.40
RN	E	E	E	E	E	E	E	56	1.40
RN	D	D	D	D	D	D	D	56	1.40
RN	N	N	N	N	N	N	N	56	1.40
RN	N	N	N	N	N	N	N	56	1.40
RN	N	N	N	N	N	N	N	56	1.40
LPN	D	D	D	D	D			40	1.00
Subtotal								600	15.00
Subtotal - DOC employees*								0	0.00
Subtotal - CMS employees								884	22.10
TOTAL PROGRAM FTEs								884	22.10

ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK

* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR MSP									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician	D		D		D			24	0.60
Physicians Assistant	D	D	D	D	D			40	1.00
Dentist	D	D	D	D				36	0.90
Subtotal								100	2.50
Administrative/Support Staff									
Health Services Administrator	D	D	D	D	D			40	1.00
Optometrist			D					4	0.10
Medical Secretary	D	D	D	D	D			40	1.00
Medical Records Clerk	D	D	D	D	D			80	2.00
Dental Assistant	D	D	D	D				32	0.80
Dental Hygienist	D	D	D					30	0.75
Subtotal								226	5.65
Nursing Staff									
RN	D	D	D	D	D	D	D	56	1.40
RN	D	D	D	D	D	D	D	56	1.40
RN						D	D	16	0.40
RN						D	D	16	0.40
RN						D	D	16	0.40
RN						D	D	16	0.40
Nurse 5*	D	D	D	D	D			40	1.00
Nurse 3*	D	D	D	D	D			80	2.00
Nurse 2*	D	D	D	D	D			40	1.00
Nurse 2*	D	D	D	D	D			40	1.00
Nurse 2*	D	D	D	D	D			40	1.00
LPN*	D	D	D	D	D			40	1.00
LPN*	D	D	D	D	D			40	1.00
LPN	D	D	D	D	D			40	1.00
RN	E	E	E	E	E	E	E	56	1.40
RN						E	E	16	0.40
RN						E	E	16	0.40
RN						E	E	16	0.40
RN						E	E	16	0.40
Nurse 2*	E	E	E	E	E			40	1.00
Nurse 2*	E	E	E	E	E			40	1.00
LPN*	E	E	E	E	E			40	1.00
LPN*	E	E	E	E	E			40	1.00
RN	N	N	N	N	N	N	N	56	1.40
RN						N	N	16	0.40
RN						N	N	16	0.40
RN						N	N	16	0.40
RN						N	N	16	0.40
Nurse 2*	N	N	N	N	N			40	1.00
Nurse 2*	N	N	N	N	N			40	1.00

CORRECTIONAL MEDICAL SERVICES

LPN*	N	N	N	N	N			40	1.00
LPN*	N	N	N	N	N			40	1.00
Subtotal								1080	27.00
Subtotal - DOC employees*								640	16.00
Subtotal - CMS employees								766	19.15
TOTAL PROGRAM FTEs								1,406	35.15

ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK

* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR BCF										
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*	
Nursing Staff										
LPN*	D	D	D	D	D			40	1.00	
Subtotal								40	1.00	
Subtotal - DOC employees*								40	1.00	
Subtotal - CMS employees								0	0.00	
TOTAL PROGRAM FTEs								40	1.00	
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK										
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans										

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR CCF									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician		D		D				4	0.10
Physician Assistant		D		D				4	0.10
Dentist				D				4	0.10
Subtotal								12	0.30
Administrative/Support Staff									
Health Services Administrator		D		D				16	0.40
Optometrist			D					1	0.025
Subtotal								17	0.425
Nursing Staff									
RN	D	D	D	D				40	1.00
LPN					D	D	D	24	0.60
Subtotal								64	1.60
Subtotal - DOC employees*								0	0.00
Subtotal - CMS employees								93	2.325
TOTAL PROGRAM FTEs								93	2.325
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK									
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans									

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR CMPRC									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Nursing Staff									
Physician	D							2.5	0.063
RN	D	D	D	D	D			20	0.50
Subtotal								22.50	0.563
Subtotal - DOC employees*								0	0.00
Subtotal - CMS employees								22.50	0.563
TOTAL PROGRAM FTEs								22.50	0.563
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK									
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans									

CORRECTIONAL MEDICAL SERVICES

**CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS
AND CORRECTIONAL MEDICAL SERVICES
STAFFING PLAN FOR DCF**

POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician	D							2	0.05
Physician Assistant			D					8	0.20
Dentist		D		D				4	0.10
Subtotal								14	0.35
Administrative/Support Staff									
Health Services Administrator	D							8	0.20
Optometrist								1	0.025
Subtotal								9	0.225
Nursing Staff									
RN- 12 hr revolving shifts*	D	D	D				D	40	1.00
RN				D	D	D		36	0.90
RN							D	8	0.20
LPN	D		D		D			21	0.525
Subtotal								105	2.625
Subtotal - DOC employees*								40	1.00
Subtotal - CMS employees								88	2.20
TOTAL PROGRAM FTEs								128	3.20

ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK

* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR LCYDC									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician		D		D				12	0.30
Dentist		D		D				10	0.25
Subtotal								22	0.55
Administrative/Support Staff									
Health Services Administrator	D	D	D	D	D			12	0.30
Dental Hygienist		D	D	D				20	0.50
Medical Secretary*	D	D	D	D	D			40	1.00
Optometrist								1	.025
Subtotal								73	1.825
Nursing Staff									
RN						D	D	16	0.40
RN						D	D	16	0.40
Nurse 2*	D	D	D	D	D			40	1.00
Nurse 3 - 9A-5P*	D	D	D	D	D			40	1.00
RN	E	E	E	E	E	E	E	56	1.40
LPN	E	E	E	E	E	E	E	56	1.40
RN						N	N	16	0.40
Nurse 2*	N	N	N	N	N			40	1.00
Subtotal								280	7.00
Subtotal - DOC employees*								160	4.00
Subtotal - CMS employees								215	5.375
TOTAL PROGRAM FTEs								375	9.375
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK									
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans									

CORRECTIONAL MEDICAL SERVICES

CONTRACT BETWEEN the MAINE DEPARTMENT OF CORRECTIONS AND CORRECTIONAL MEDICAL SERVICES STAFFING PLAN FOR MVDYDC									
POSITION	MON	TUES	WED	THURS	FRI	SAT	SUN	HRS/W K	FTE*
Professional staff									
Physician			D					8	0.20
Dentist		D						8	0.20
Subtotal								16	0.40
Administrative/Support Staff									
Health Services Administrator		D		D				16	0.40
Director of Nursing			D		D			12	0.30
Optometrist								1	.025
Medical Records Clerk	D	D	D	D	D			40	1.00
Dental Hygienist		D		D				16	0.40
Secretary	D	D	D	D	D			40	1.00
Subtotal								125	3.125
Nursing Staff									
RN	D	D	D	D	D	D	D	44	1.10
LPN	D	D	D	D	D	D	D	56	1.40
LPN	D	D	D	D	D			40	1.00
RN	E	E	E	E	E	E	E	56	1.40
LPN	E	E	E	E	E	E	E	56	1.40
RN	N	N	N	N	N	N	N	56	1.40
Subtotal								308	7.70
Subtotal - DOC employees*								0	0.00
Subtotal - CMS employees								449	11.225
TOTAL PROGRAM FTEs								449	11.225
ON CALL 24 HOURS PER DAY 7 DAYS PER WEEK									
* FTEs represent DOC employees included in total FTEs but not included in pricing for CMS staffing plans									

Exhibit 2

SECRETARY'S CERTIFICATE

I, Tracy Bartoli do hereby certify that I am Assistant Secretary of Correctional Medical Services, Inc. (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation, and further certify that:

1. Exhibit A attached hereto is a true and correct copy of resolutions duly adopted by unanimous written consent by the Board of Directors of the Corporation; such resolutions were filed with the minutes of the proceedings of such Board; and with respect to the Corporation, such resolutions are in full force and effect and have not been rescinded or modified in any manner.

IN WITNESS WHEREOF, I have executed this Certificate this 28th day of March, 2003.



Tracy Bartoli

AUTHORIZATION FOR OFFICERS

RESOLVED, that the Chairman, Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, or any of them, be and hereby is authorized and empowered to negotiate, enter into and execute, for and in the name of the Corporation, any and all agreements, assignments, contracts, and other instruments relating to the business of the Corporation; provided, however, that such authorization shall not apply in connection with any transaction, activity or instrument that requires, under the Certificate of Incorporation, the By-laws, the charter of any committee of the Board of Directors, any standing resolutions of the Board or any committee thereof, or any specific resolution of the Board or any committee thereof, the approval of the Board or of any committee thereof or of any specifically designated officer or officers; and further provided, that (without limiting the foregoing provision) such authorization specifically does not apply to bonds, notes or other evidences of indebtedness and pledges, mortgages or other hypothecation of assets of the Corporation, or the guarantee or assumptions of obligations of any third party, either directly or indirectly.

RESOLVED, that each officer of the Corporation is authorized:

- a. to execute and deliver applications, bonds, and other documents required by state, local, or federal authorities to provide services at any location operated or managed by the Corporation ("Location");
- b. to execute and deliver applications for state, federal or local permits required to operate at any Location and to sign all additional documents that may be appropriate or desirable in connection therewith;
- c. to execute and deliver any renewal forms, extensions, transfers, or termination agreements with respect to the foregoing; and
- d. to cause any subsidiary of the Corporation to execute and deliver applications, bonds, and other documents as well as extensions, transfers, or termination agreements with respect to the foregoing at any Location operated or managed by such subsidiary; and it is further

RESOLVED, that if any such governmental authority requires a resolution of this Board of Directors as an exhibit to any such application, bond, or other document, and such state does not recognize the form of resolution immediately preceding, this Board of Directors adopts a form of any such resolution required by such state, provided counsel for the Corporation is of the opinion that the adoption of such resolution is necessary or advisable, and evidences such

opinion by instructing the Secretary to attach as an appendix to these resolutions a copy of such resolution, which shall thereupon be deemed to have been adopted by this Board with the same force and effect as if presented in the same terms for the approval of this Board.