



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-05)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

Received
DEC 27 2013
HOA Contracts

2/13
ML

1. EDS Number: D12-4-011
2. Date prepared: 12/26/2013

3. CONTRACTS & LEASES
X Professional/Personal Services
Contract for procured Services
Grant
Lease
Attorney
MOU
QPA

FISCAL INFORMATION
4. Account Number: 18790-10000.539048
5. Account Name: MEDICAL SERVICE PAYMENT
6. Total amount this action: \$292,859,897.00
7. New contract total: 292,859,897.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 1/1/2014
12. To (month, day, year): 12/31/2016
13. Method of source selection: X RFP# 13-51

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 11-8-2-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This is a contract for comprehensive medical services, including dental, substance abuse, mental health, and pharmacy, to be provided to offenders in Indiana Department of Correction Facilities.

38. Justification of vendor selection and determination of price reasonableness:
The vendor was selected through the State's RFP 13-51. The per diem rate for this contract was determined through the State's competitive RFP process, and is less than the previous contract.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval: [Signature]
41. Date Approved: 12.27.13
44. Attorney General's Office approval: [Signature]
45. Date Approved: 12/31/13

AGENCY INFORMATION
14. Name of agency: Department of Correction
15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: Andrew Pritchard, CFO
18. Telephone #: 317/232-5805
19. E-mail address: Apritchard@doc.in.gov

COURIER INFORMATION
20. Name: Nicholas Law
21. Telephone #: 317-232-5672
22. E-mail address: Nlaw@doc.in.gov

VENDOR INFORMATION
23 Vendor ID #: 0000074742
24. Name: CORIZON INC
25. Telephone #: 314-341-6061
26. Address: CORRECTIONAL MEDICAL SERVICES 12464 COLLECTION CENTER DR CHICAGO, IL 60693

27. E-mail address: Cduffy@jdoc.in.gov
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE/IN-Veteran Minority: X Yes X No Women: X Yes X No IN-Veteran: X Yes X No

30. Primary Vendor Percentages: 81.6 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: X Yes X No Women: X Yes X No IN-Veteran: X Yes X No
32. If yes, list the %: Minority: 10.0 % Women: 8.4 % IN-Veteran: %
33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

RECEIVED

DEC 30 2013

OAG-ADVISORY

42. Budget agency approval: [Signature]
43. Date Approved: 12/30/13
46. Agency representative receiving from AG
47. Date Approved:



REQUISITION

Ship To: Department of Correction
 Central Office
 302 W WASHINGTON ST RM E334
 INDIANAPOLIS IN 46204

Bill to: Department of Correction
 Central Office
 302 W WASHINGTON ST RM E334
 INDIANAPOLIS IN 46204

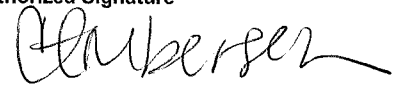
Requisition No.	Date	Required Date	Page
0000028976	12/10/2013	12/17/2013	1 of 1
Fund/Account:		18790 / 539048	
Dept Number:		125006	
Project Number:			
Requisition Number:		0000028976	
Requestor:		S278774 Sharon Kaye Armstrong	
Agency Number:		00615 Department of Correction	
Facility:			

MUST COMPLETE FOR ICPR

Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
This is a contract for comprehensive medical services, including dental, substance abuse, mental health, and pharmacy, to be provided to offenders in Indiana Department of Correction Facilities. The cost is inclusive of all services. Adequate medical care for persons incarcerated by the State is a requirement of the Indiana Constitution and the Federal Constitution.						
1-1		EDS D12-4-010 FY14	1.0000	EA	48,085,100.0000	48,085,100.00
	Vendor:	0000074742 CORIZON INC				
2-1		EDS D12-4-010 FY15	1.0000	EA	96,891,476.5000	96,891,476.50
	Vendor:	0000074742 CORIZON INC				
3-1		EDS D12-4-010 FY16	1.0000	EA	98,344,848.5000	98,344,848.50
	Vendor:	0000074742 CORIZON INC				
4-1		EDS D12-4-010 FY17	1.0000	EA	49,538,472.0000	49,538,472.00
	Vendor:	0000074742 CORIZON INC				
The following UN/CEFACT Unit of Measure Common Codes are used in this document: EA Each						

Requisition Total \$ 292,859,897.00

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee	Authorized Signature
	CHRISTINA EMBERSON	

PROFESSIONAL SERVICES CONTRACT
EDS # D12-4-010

This Contract ("this Contract"), entered into by and between the Indiana Department of Correction (the "State") and Corizon, Inc. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

- A. The Contractor shall provide comprehensive medical services, including dental, medical, mental health and substance abuse, to offenders at IDOC correctional facilities as stipulated in the State's Request for Proposals (RFP) 13-51, attached hereto and incorporated herein as Exhibit A. Contractor shall provide these services according to its response to RFP 13-51, as set forth in Exhibit B, attached hereto and incorporated herein, subject to the terms stated herein, with any such terms stated herein having precedence.
- B. The parties acknowledge that at the execution date of this Contract, there are changes occurring outside the control of the parties that impact the cost and extent of inmate care, e.g., State application of Medicaid for offenders, final approval of a remedy to IPAS litigation, impact HB1006 on offender population, and requests for additional contract monitoring resulting from these changes. Accordingly, the parties agree to meet as needed, or no less than every six months, to discuss whether an adjustment to the services and per diem is warranted as a result of such changes, with the first meeting to occur no later than 180 days after the final signature date of the Contract. Any change in the terms of this Contract, or the per diem, shall be through a written amendment to this Contract, approved by all signatories hereto.
- C. In the Contractor's proposal, the Contractor proposes that if an MOU between the FSSA and the IDOC regarding Medicaid is not finalized prior to the start of this Contract, the Contractor will expect the IDOC to negotiate compensation for the time period in which inpatient claims are not covered. The parties agree the Contractor shall extend the date by which the aforementioned MOU is to be finalized to March 1, 2014. If, however, the MOU is not finalized and fully operational by March 1, 2014 and/or if coverage for inpatient claims is implemented on a limited basis in contradiction to the assumptions built into Contractor's Cost Proposal, the parties agree that the per diem hereunder shall be modified to take into account the unrealized savings until such time as Medicaid coverage for inmate inpatient claims is fully implemented.
- D. Performance Measures for the services are set forth in Attachment A, attached hereto and incorporated by reference. Prior language notwithstanding, the parties may mutually agree to change the criteria in these performance measures without amending the Contract. Compliance with the Performance Measures by Contractor does not render the Contract provisions for default void, nor void any legal remedy for default available to the State.
- E. The State agrees to allow the Contractor to issue weekly invoices to the State for compensation to the Contractor based upon the ADP provided by the State at the end of each week. The Contractor shall invoice the State by the end of each work week for services rendered between Wednesday of each week through the following Tuesday. Upon receiving an invoice, the State shall, within eight business days, submit the invoice to the Auditor for payment; however, the invoice shall be paid in accordance with the time limits for payment set forth in Clause #36, Payments. Subject to the terms

herein, the intent of the parties is to maintain the same methodology and timing for invoicing and payments practiced under the previous agreement.

- F. The agreed upon Staffing Levels/Adjustments for Unfilled Positions is set forth in Attachment B, attached hereto and incorporated by reference.

2. Consideration.

The Contractor shall be paid a per diem rate of \$9.41 for performing the duties set forth above.

The per diem rate shall be subject to the following adjustments: In the event the actual population of offenders in IDOC facilities exceeds 28,000, the State will pay Contractor an adjustment equal to the difference between the actual population and 28,000 multiplied by 43% of the per diem. In the event the actual population of offenders in IDOC facilities is below 28,000 Contractor will pay the State an adjustment equal to the difference between the actual population and 28,000 multiplied by the 43% of the per diem.

In the event the offender population exceeds 28,500, the parties shall negotiate an appropriate increase to the per diem to include revised adjustments in line with those set forth above.

The per diem rate shall be increased by 1.5% for years two (2) and three (3) of the Contract.

For the first year, the total remuneration shall not exceed \$96,170,200.

For the second year, the total remuneration shall not exceed \$97,612,753.

For the third year, the total remuneration shall not exceed \$99,076,944.

Total remuneration under this Contract shall not exceed \$292,859,897.

3. Term.

This Contract shall be effective for a period of three (3) years. It shall commence on January 1, 2014 and shall remain in effect through December 31, 2016. The contract may be renewed for up to two (2) three year periods by mutual agreement of the parties.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not

familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

- 1. Furnish phase-in training; and
- 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

- 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
- 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient

experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
3. The Contractor shall maintain the appropriate medical liability insurance to cover its professional staff.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s). REMOVED BY AGREEMENT OF THE PARTIES.

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance. Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
WBE	(317) 462-2049	Progressive Home Care	IV infusions	1/1/14	0.26%
MBE	(317) 926-4011	IN Minority Health.	Recruitment	1/1/14	5.09%
WBE	(317) 578-2858	RepuCare Occ	Therapy and Staffing	1/1/14	7.03%
WBE	(317) 443-7641	Guy Brown Products	Office Supplies	1/1/14	0.21%
WBE	(800) 233-7233	Bee Environ. Mngt.	Bio-med-waste mgmt.	1/1/14	0.15%
WBE	(217) 477-1490	CharDonnay	On site Dialysis	1/1/14	0.99%
MBE	(317) 388-0800	Pharmaneek Pharm.	Medication supply	1/1/14	3.84%
MBE	(317) 388-0800	Access Therapies	Physical Therapy	1/1/14	1.09%

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: **(Include contact name and/or title, name of agency & address)**

Bruce C. Lemmon, Commissioner
Indiana Department of Correction
Indiana Government Center-South
302 W. Washington St., Room E334
Indianapolis, Indiana 46204

B. Notices to the Contractor shall be sent to: **(Include contact name and/or title, name of vendor & address)**

Carla CesarioCorizon, Inc.
105 Westpark Drive, Suite 200
Brentwood, Tennessee 37027

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#13-51, (4) Contractor's response to RFP#13-51, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

36. Payments.

A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance. REMOVED AS NOT APPLICABLE.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2013 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

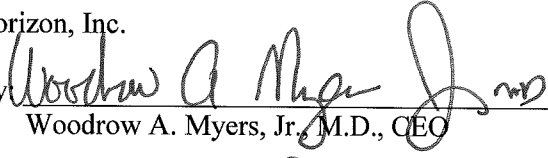
- Clause #27, Insurance, has the following clause added: "The Contractor shall maintain appropriate medical liability insurance to cover its professional staff."
- Clause #28, Key Persons, has been removed by agreement of the parties.
- Clause #36, Payments, has been modified to remove Subsection B.
- Clause #47, Indiana Veteran's Business Enterprise Compliance has been removed as not applicable. (The RFP on which this Contract is based was issued prior to the date this requirement became applicable).

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

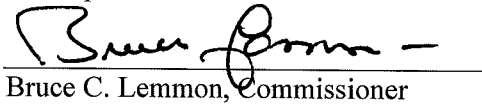
In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Corizon, Inc.

By: 
Woodrow A. Myers, Jr., M.D., CEO

Date: 3 DEC 2013

Indiana Department of Correction

By: 
Bruce C. Lemmon, Commissioner

Date: 26 DEC 2013

Approved by:

Indiana Office of Technology

NOT APPLICABLE

By: _____ (for)
Paul Baltzell, Chief Information Officer

Date: _____

Approved by:

Department of Administration

By:  (for)
Jessica Robertson, Commissioner

Date: 12/30/13

Approved by:

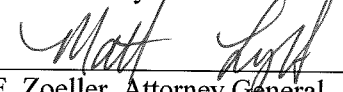
State Budget Agency

 (for)
Brian E. Bailey, Director

Date: 12/30/13

APPROVED as to Form and Legality:

Office of the Attorney General

 (for)
Gregory F. Zoeller, Attorney General

Date: 12/31/13

Performance Measures

Access to Care

All offenders will be assigned to the appropriate medical status code

All offenders receive information regarding access to care procedures immediately upon arrival at intake and transfer to a new facility

All patients are transported off site for health services in a manner consistent with their clinical condition or consistent with contemporary standards of care.

All offenders have access to care, access to a professional medical opinion and access to care and treatment that is prescribed in accordance with time frames established in the health care services directives, ACA and NCCHC standards, and consistent with contemporary standards of practice

Administrative responsibilities

All statistics required for contract monitoring will be submitted monthly.

Contractor's staff will complete and forward all responses to inquiries, reports, and other requested documents within the time frames established by IDOC

Contractor's staff will assist or prepare all health related plans of correction as necessary

Care of Offenders in Restricted Housing

All documentation of restricted housing rounds supports that the rounds were completed in accordance with health care services directive 2.25

All offenders in restricted housing are monitored in accordance with Health Care Services Directive 2.25

Mental health staff will round on all offenders in restricted housing once each week.

Chronic Care

All patients receiving chronically prescribed medications are routinely monitored at intervals consistent with the clinical condition or contemporary standards of care, not to exceed 90 days for offenders in all facilities except work release and 180 days in work release and re-entry facilities.

For all chronic conditions, there is documentation in the health record to support the diagnosis.

All patients with a chronic health condition receive disease specific education

All offenders with diabetes will be managed in accordance with the guidelines of the American Diabetes Association

All offenders with asthma will be managed in accordance with the National Heart, Lung, and Blood Institute (NHLBI) asthma guidelines

All offenders with HIV will be managed in accordance with the current guidelines of the Department of Health and Human Services (DHHS), Guidelines for the Use of Anti-retroviral agents in HIV-1-Infected Adults and Adolescents

All offenders with hypertension will be managed in accordance with the guidelines of the National Heart, Lung and Blood Institute (NHLBI)

All offenders with cardiac disease will be managed in accordance with guidelines established by the American Heart Association and the American College of Medicine

All offenders on dialysis will be managed in accordance with national guidelines and contemporary standards of care

Offenders with chronic diseases will be provided services consistent with applicable health care services directives

All offenders with hepatitis C will be managed in accordance with the guidelines of the American Association for the Study of Liver Disease (AASLD) or the Federal Bureau of Prison and Health Care Services Directive 3.09

Continuity of Care

For all offenders who require ongoing care after release, arrangements are made to provide offenders with prescribed medications and follow up care and services

All care and services provided or approved at a previous facility including medication, chronic care clinics, follow up appointments, off site referrals, dental care are continued at the receiving facility

All released offenders who are receiving behavioral health services on parole will be provided services in accordance with applicable IDOC policies and procedures

All transfer screens are completed in accordance with Health Care Services Directive 2.07

Diagnostic tests

All diagnostic tests are obtained as prescribed or clinically indicated.

All results of diagnostics tests are available on the record within the timeframes established in the RFP

All diagnostic test results are initialed by a provider, indicating review

For all diagnostic tests which are abnormal, health record documentation reflects the practitioner's plan to address the results.

Documentation of Care

All health records are maintained in accordance with Health Care Services Directive 1.34

All consents and refusals are completed in accordance with Health Care Services Directive 1.30

Emergency services

For all treatment provided in a local emergency room, documentation of the care provided is obtained and scanned into the health record

For all offenders sent to the emergency room, documentation in the medical record identifies the provider who gave the order to send the offender out

For all instances of sexual assault, care is provided in accordance with health care services directive 2.30, guidelines in the Sexual Assault Manual, and IDOC policy

All health record documentation reflects the nature of the emergency, the assessments and clinical services performed, the time EMS was notified, the time they arrived, and the time they departed

All equipment and supplies, such as an AED and oxygen tanks, are in proper working order and available to treat emergencies

Bags used in "man down," signal 3000's or other onsite emergencies contain appropriate equipment and supplies and are checked and maintained in accordance the IDOC policy or contemporary standards of practice

Hospital care

For all offenders released from the hospital, the orders of the discharging provider are implemented, or if not implemented, documentation in the medical record explains the rationale for not following the recommendations

For all hospital admissions, facility administrative personnel are advised and updated regarding the patient's condition and expected date of release.

For all offenders released from the hospital, the hospital discharge summary is scanned into the electronic medical record

For all patients admitted to the hospital, the health record reflects the reason for the admission including diagnosis if known

Infection Control

All patients receiving medication for latent TB including INH are monitored for adverse effects as indicated by the current CDC recommendations or contemporary standards of practice

All outbreaks of infectious or communicable diseases are managed in accordance with CDC's recommendations, standard infectious control practices or in consultation with the local or state health department

Screening for tuberculosis is completed in accordance with the IDOC's TB Control Plan.

A symptoms screen is done in conjunction with the TB skin test for all offenders.

All chest x-rays are completed in accordance with the TB Control Plan.

All patients with latent TB are managed in accordance with the TB control plan and the current CDC recommendations

All offenders who are symptomatic or have chest x-rays suggestive or suspicious of TB are moved to a negative pressure room

For all patients with active TB care and treatment is provided in accordance with the TB control plan or the CDC's recommendations. All contact tracing is conducted in accordance with generally accepted principles of infection control or at the direction of the local or state TB office.

Sharps and hazardous waste are disposed of in accordance with IDOC procedures, the health care services directives and OSHA regulations

Infirmatory/Inpatient unit

All nursing services provided to offenders in a infirmatory/inpatient unit are under the direction of a RN. An RN must be onsite 24 hours a day, 7-days a week.

For all infirmatory/inpatient unit patients, the practitioner rounds and charts on each patient every business day unless the diagnosis or condition of the patient dictates less frequent monitoring. All decisions to see the patient at a frequency less than every business day must be documented in the progress notes and noted in the provider's orders

For all Infirmatory/Inpatient unit patients, nursing staff chart observations of the offender, at a minimum, once each shift

All infirmatory/inpatient records reflect the care and treatment provided

All patients are admitted in accordance with guidelines established in Health Care Services Directive 6.01

For all infirmatory/inpatient unit admissions, a nursing care plan is completed within 8 hours of admission and updated as needed. A nursing care plan initiated by an LPN must be reviewed and co-signed by an RN

All offenders released from an infirmatory will be seen by a provider for a follow up evaluation within 7 days of release

For all offenders placed in an infirmatory or observation area for a period of less than 24 hours will be provided services and monitored in accordance with the provider's orders

For all Infirmatory/Inpatient unit admissions, a nursing assessment is completed immediately

For all infirmatory/inpatient admissions, a history and physical is completed by the provider by the first business day

All advance directives are obtained by a practitioner.

All advanced directives are obtained in accordance with the applicable health care services directive

Inmate death

All plans of correction which are developed in response to a mortality review are submitted to the IDOC Director of Quality Assurance within 3 working days of the mortality review and reports noting progress of implementation are submitted monthly

All facility mortality reviews are conducted within 30 days

IDOC central office health services division and the facility's contract monitor are notified of an offender's death within 24 hours

Medication administration

All medication administration records are completed in accordance with health care services directive 2.17 and contemporary standards of practice.

Documentation on the health record supports that all offenders who fails to show up for prescribed medication were counseled and the practitioner was informed and subsequent action taken (for example, discontinuation of medication) was noted

Mental Health

All offenders will be assigned an appropriate mental health status code

A psychological autopsy is conducted for all completed suicides

For all mentally ill patients residing in specialized mental health units a treatment plan will be initiated and updated as required by Health Care Services Directive 4.03

Juvenile mental health services will be provided in accordance with applicable health care services directives and IDOC policy and procedures

Specialized mental health training is provided to all staff working in a specialized mental health treatment unit

All mentally ill offenders being released to the community receive medication and are scheduled for follow up care and services

All mental health services including screening, triage, routine referral, emergency care, risk assessment, and medication management, are provided in accordance with all mental health care services directives, established treatment guidelines and contemporary standards of care.

All treatment plans identify symptoms or behaviors targeted for treatment, risk and crisis management, cognitive and educational strategies and follow up including discharge planning as clinically indicated

All mental health patients receiving medication are monitored for adherence and adverse effects

For all mentally ill patients residing in specialized mental health units will receive a mental health evaluation and psychiatric assessment in accordance with Health Care Services Directive 4.03

All forced psychotropic medication is provided in accordance with Health Care Services Directive 4.08 and 4.10

All use of seclusion and restraint adheres to the guidelines established in Health Care Services Directive 4.02

Contractor is to maintain statistics on the number of instances of aggressive, disruptive, or self injurious behavior in patients with mental illness in general population, and the number of patients placed on suicide watch

Suicide prevention services are provided in accordance with Health Care Services Directive 4.06

Pharmacy Services

All quarterly Pharmacy Consultant reports note no deficiencies.

Medications are stored in accordance with Health Care Service Directive 2.17.

Medication storage areas are inspected monthly to ensure that they are free of outdated or expired medications

Controlled substance are counted and inventoried at the end of every shift in accordance with HCSD 2.17

All consultant pharmacist visits are completed quarterly.

Prescriptions

All medications, including over-the-counter medications, necessary to treat a serious medical condition are prescribed in accordance with health care services directive 2.17.

All decisions regarding off formulary requests are noted in the health record

All practitioner orders are transcribed within four (4) hours.

All prescribed medications arrive within 48 hours

All provider orders for new medications and any changes in an existing prescriptive regimen are accompanied by a progress note which documents the rationale for the prescription

All medications which must be started without delay are provided through stock supplies or through local sources in the community

Preventive services and Wellness scre

All vaccinations are provided in accordance with recommendations of the Advisory Committee on Immunization Practices (ACIP)

At a minimum, all services receiving an "A" or "B" recommendation by the US Preventive Services Task Force (USPSTF) are provided

Influenza vaccine is made available, once each year, in accordance with the recommendations of the Centers for Disease Control and Prevention (CDC) and IDOC Influenza Control Program

Prosthetics, Orthotics & Durable Medic

Prosthetics, orthotics, durable medical equipment, bottom bunks, canes, walkers and provider orders for shoes must be provided only on the approval of a formulary exception request

Quality Assurance

All quality assurance activities are consistent with Health Care Services Directive 1.09

All plans of correction designed in response to a deficiency noted during a QA activity are submitted to the vendor's Director of Quality Assurance and the facility's contract monitor

At a minimum, at least 1 site specific quality assurance monitoring activity is conducted monthly at each facility

Reception Screening

All offender receive reception screening in accordance with Health Care Services Directive 2.03 (A and J)

All medication that must be continued without interruption such as insulin, cardiac medication, antiretrovirals, psychiatric medication is administered at the first medication administration time after the offender's arrival

The Point of Entry (POE) screen is completed in accordance with Health Care Services Directive 2.03 (A and J)

Community or jail health records are obtained when they are necessary for continuity of care

All inmates receive reception screening in accordance with health care services directive 2.03 (A and J)

All offenders are screened for alcohol and drug withdrawal in accordance with Health Care Services Directive 2.03 (A and J)

Safety and Security

All health care staff abide by the security procedures of the facility as established by IDOC policy.

All health care staff maintain control of hazardous material and supplies and maintain a perpetual inventory of sharps and tools in accordance with IDOC policy.

Sick Call

All nursing protocols must be designed and approved in accordance with Health Care Services Directive 8.01 prior to implementation

All sick call "no shows" will be managed in accordance with health care services directive 2.04. Contractor will collect statistical information regarding the number of patients scheduled for sick call and the number of "no shows"

Co-pay fees are assessed in accordance with IC 11-10-3-5 and health care services directive 2.04

All offenders who are referred for a practitioner appointment are seen within 7 days

All offenders are referred for a practitioner appointment when the clinical condition dictates the referral is necessary

All LPNs who conduct and assist with nursing triage do so in accordance with guidelines established in health care services directives 2.04 and 8.01

All documentation of nursing triage includes evidence that an interview was done, vital signs were recorded, a nursing assessment (observation, inspection, palpation) was completed, and a plan of care instituted

Health care request forms are picked up daily, triaged and managed in accordance with Health Care Services Directive 2.04

All practitioner-patient encounters are documented in the health record and include pertinent history, subjective information and physical findings

Specialty Care

When an off site referral request is deferred with a recommendation for alternate treatment, documentation reflects the alternate treatment was provided

Telemedicine services will be provided in accordance with the stipulations in the RFP

All decisions regarding prior authorization for routine off site referrals are made and communicated to the facility within 72 hours

Appointments for off site referrals occur within the time frame established in HCSD 2.33.

Results of all off site visits are forwarded to the facility, reviewed by the practitioner and filed in the health record within 3 working days of receipt.

All offenders returning from an off site referrals are accompanied by documentation regarding the results or outcome of the consultation and specialists treatment recommendations.

For all off site specialty consultation, documentation on the health record supports that all recommendations of the specialist are implemented or, if not implemented, the documentation notes the rationale for not following the specialist's recommendations

For all off site specialty consultation where a follow up appointment is recommended, the appointment is kept unless care and treatment can be provided on site and any decisions not to send an offender off site for a follow up appointment are documented in the health record

All prenatal and postnatal care is provided in accordance with health care services directive 2.31 and contemporary standards of care.

Contractor will maintain statistics on the number of off site referrals requested, the number approved and the number denied

All prior authorization requests for off site referrals are processed within 3 working days and the health record contains documentation of the outcome or decision regarding the request

Staffing and Employee Competency

All staff are licensed, certified, and credentialed

All staff receive in-service training in accordance with IDOC procedures and Health Care Services directive 1.24

All job descriptions are consistent with Health Care Services Directive 1.23

All health care staff has been properly oriented including receiving training on the health care services directives, security measures, appropriate standards, code of conduct

Statistics are maintained which reflect the number of filled positions, the number of vacant positions and the turnover of staff

All deviations from the established staffing plan are communicated to the contract monitoring staff and facility administrator or designee

Each facility's staffing plan provided sufficient numbers of staff to prevent delays in access to care or the development of waiting lists

Facility administrative staff and the facility's contract monitor are notified when key administrative and clinical staff plan a leave of absence. Notification must include the identify of the staff member covering for employee on leave

All physicians working collaboratively with advance practice nurses (APNs) conduct the weekly 5% random review of prescriptions written in accordance with administrative rules

Statistics and Data Reporting

All statistics and information required by the RFP, ASCA, and IDOC policy and procedure will be reported to the Director of Health Services each month

Vision screening

Vision screening will be conducted in accordance with applicable health care services directives

All offenders referred to optometry will be seen within 30 days of the referral

Women's Health Services

All female offender will receive women's health services in accordance with the applicable health care services directive

Dental Performance Measures

Access to Care

Oral hygiene education will be provided in accordance with Health Care Services Directive 2.03 (A and J). Education is to include information on brushing and flossing and the relationship between tobacco products, alcohol and other drugs to oral diseases

All offenders referred for dental services are seen within the timeframes established in health care services directive 2.04 and the Dental Services Manual

Dental waiting list including lists for prophylaxis/teeth cleaning do not exceed the timeframes established in the RFP, Health Care Services Directive 2.33 and the Dental Services Manual

The dental record reflects that all offenders with recall or return appointments are seen within the prescribed timeframe

Necessary dental care will be provided to all offenders consistent with professional standards of practice and the provisions in the RFP, applicable health care services directives and the Dental Services Manual

Emergency dental care is of the highest priority and will be provided during dental triage. This includes but is not limited to treatment for relief of severe dental pain, traumatic injuries, and acute infections

Dental screening and triage is conducted in accordance with timeframes established in the dental services manual

The co-pay process is applicable to dental services. Dental staff will assess co-pay in accordance with state statute, administrative rules and executive directives. Co-pay is to be applied to offender-initiated visits and first prescriptions

Dental staff will triage and prioritize offender health care request forms for services and schedule appointments based on need. Routine services must be provided within 6 weeks of the offender's request

When a health care request form has been triaged by a nurse, a dental services staff member must review, face to face, when necessary, routine dental service requests within 14 days of submission

Reception screening is completed within the time frames established in health care services directive 2.03, ACA and NCHC standards

Administrative Requirements

The Dental Director will visit each site with onsite dentistry at least once each year

The facility's dentist will attend each scheduled MAC meeting.

Infection Control

All infection control practices including the sterilization of instruments are consistent with the American Dental Association guidelines or the Centers for Disease Control and Prevention (CDC) recommendations for dental health care settings

Provision of Prosthesis

All decisions regarding prior authorization for prosthesis are noted in the electronic dental record

All prior authorization request for dental prosthesis are processed within 5 working days.

The provision of dental prosthesis is consistent with the guidelines in the Dental Services Manual

Staffing

All staff licenses and certification and staff training documents are maintained in one location readily accessible to the facility's contract monitor,

All staff have current training in CPR and infection control including but not limited to blood borne pathogens, cleaning and sterilizing instruments, and maintenance of waterlines

All staff adhere to IDOC safety and security procedures including tool control and maintenance of perpetual inventories

Staffing levels are maintained for all facilities

All staff are appropriately licensed or certified

Dental staff are available at all times to direct facility staff in the management of emergencies

All dental staff who operate radiological devices have proper certification

Tool Control and Workplace Hazards

X-ray units will be inspected and calibrated as required by the Indiana State Department of Health, Department of Radiological Health, recommendation of the manufacturer or in accordance with IDOC policy and procedures

All dental personnel potentially exposed to x-ray irradiation must be provided with dosimeter badges and instructed regarding their use.

Dental staff adhere to tool control, sharps counts, perpetual inventories and handling of hazardous material in accordance with IDOC procedures, health care services directives, ACA and NCCHC standards, and American Dental Association recommendations

Treatment

All offenders are provided dental services in accordance with the dental services manual, ACA and NCCHC standards, and contemporary standard of dental practice

Informed refusal is obtain in accordance with the guidelines of health care services directive 1.30

A dental screening exam will be completed once each year on all offenders with diabetes, HIV, and seizure disorders on Dilantin, unless the offender is edentulous

Dental health care services shall be provided in accordance with the priority levels established in the Dental Services Manual.

Informed consent is obtained for all patients undergoing dental extraction, oral surgery, or any other procedures in which consent is obtained as one aspect of contemporary standards of care consistent with the guidelines established in health care services directive 1.30

ATTACHMENT B

Staffing Levels

The Contractor will provide adequate and sufficient health care personnel required to perform the various services in accordance with the provisions of the State's Request for Proposal (RFP) 13-51. The terms for staffing as set forth in this Attachment B, shall have priority over the terms set forth in Section 2.43, Staffing, of the Vendor's Technical Proposal, which is incorporated into the Contract as Exhibit B.

On a monthly basis, for each of the position categories subject to payback penalties, Contractor will provide the State with an itemized list of hours provided at each IDOC facility by position for each of the positions identified in the proposed staffing plan. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position will be provided.

In the event that less than 90% of the proposed staffing hours of the designated position classifications identified are filled in a given month for any position subject to a payback assessment, the Contractor shall credit the State for such unfilled hours to the extent that such hours, per position/per classification, fall below the 90% threshold.

Throughout the life of the Contract and any extension terms, the parties will meet and review the staffing matrix for each Facility, on an as needed basis. Either party may recommend changes to the official matrix for consideration. Should the requested staffing changes be cost neutral for the Contract and approved by both parties, the revised Exhibit and the associated changes will be documented in writing, signed by both parties, and implemented for the remainder of the Contract.

If the proposed staffing mix changes are not cost neutral and require additional funding by the State, the Contractor will provide additional support to justify the requested changes, to include recent history of hours worked for the position in comparison to the existing required staffing matrix.

Adjustments for Unfilled Positions

The Contractor will aggregate hours per facility for each eligible position from the Contractor's timekeeping system. In the event agency or locum services have not recorded time card punches to record their time worked electronically, such hours (as evidenced by the agency/locum invoice) will be added to the hours recorded within the electronic timekeeping system. Additional support for employee's time as evidenced by payroll information will also be considered in determining the total number of hours provided by the contract in meeting the 90% required threshold. A contracted medical position is not considered unfilled if the contracted employee is on vacation, sick, holiday, in training, or attending a State or Contractor sponsored training.

The Contractor will provide a credit memo to the State based upon the schedule of hourly rates by position set forth in the Contract multiplied by the number of hours short of the 90% threshold in

the above calculation. Part time, temporary, agency, locum, PRN and overtime hours paid to individuals will be included within the total to cover the required hours for the month.

The monthly calculation of staffing requirements will compare the required number of FTE's by eligible position, multiplied by eight (8) hours per day, multiplied by the number of week days in the calendar month at ninety percent (90%) to the total of all hours paid for an individual position classification in each IDOC facility with the staffing hours for each IDOC facility to be calculated separately for purposes of meeting the 90% threshold. . For any position at any facility falling below the ninety percent (90%) threshold for a month, Contractor will reimburse the State the difference between the ninety percent (90%) threshold and the total of all hours paid for the position.

Paybacks will apply to all positions on the Contractor's Staffing Plan.