

**STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION – Form AA-14**

**CONTRACT INFORMATION:**

Contract # 10962

Amendment # 1

**Agency/Department: AHS/Corrections**  
**Business Unit: Correctional Services - Central**

**Vendor No: 182150**

**Contractor: Prison Health Services, Inc**  
 Address: 105 Westpark Drive, Suite 200, Brentwood, TN 37027  
 Federal ID or SS#: 23-2108853

Starting Date: 1/29/2007 Ending Date: 1/31/2009

Summary of contract or amendment: Inmate Health Services - Clarify language in contract

**II. FINANCIAL INFORMATION**

Maximum \$ payable under contract: \$24,364,367.00      Maximum units under contract: \_\_\_\_\_ If Renewal:[Prior Contract #]  
 This Amendment-\$ Change: \$0.00      Cum. Amendments- \$ Change: \$ \_\_\_\_\_      Cum % Change: 0.00%  
 Unit change: \_\_\_\_\_      Prior \$ max: \$ 24,364,367.00      Prior units: \_\_\_\_\_  
 Rate: \$ \_\_\_\_\_      Prior Rate: \$ \_\_\_\_\_  
 Source of Funds: **General Fund** 100.00%      **Federal** \_\_\_\_\_ % Code \_\_\_\_\_      **Other Fund:** \_\_\_\_\_ % Code \_\_\_\_\_  
 Appropriation(s) Dept Id #: 3480004010; \_\_\_\_\_; \_\_\_\_\_

**III. SUITABILITY OF PERSONAL SERVICES CONTRACT**

Yes  No Does this contractor meet all 3 parts of the "ABC" definition of independent contractor?  
 (See Bulletin 3.5) If not, please indicate why this work is being arranged through a contract.  
 Yes  No Is agency liable for income tax withholding or FICA?  
 Yes  No Should contractor be paid on the state payroll?

**IV. PUBLIC COMPETITION:**

The agency has taken reasonable steps to control the price of the contract and to allow qualified businesses to compete for the work authorized by this contract. The agency has done this through:  
 Standard bid or RFP     Simplified bid       Sole Sourced       Qualification Based Selection

**V. TYPE OF CONTRACT:**

Personal Service     Construction     Architectural/Engineering     Commodity     Privatization\*\*  
 \*\*Requires DHR review

**VI. CONFLICT OF INTEREST:** I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business:

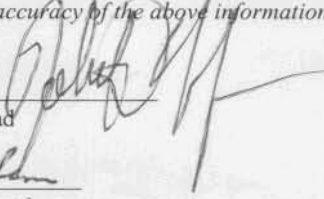

Yes  No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this contractor was selected for improper reasons? (If yes, explain)

**VII. PRIOR APPROVALS REQUIRED OR REQUESTED**

Yes  No Contract must be approved by the Attorney General under 3 VSA §311(a)(10).  
 Yes  No I request the Attorney General to review this contract as to form;  
 No, already performed by in-house AAG or counsel: \_\_\_\_\_ (Initial)  
 Yes  No Contract must be approved by the CIO/Commissioner of DII; for IT hardware/software/services and  
 Telecommunications over \$150,000  
 Yes  No Contract must be approved by the CMO; for Marketing services over \$15,000  
 Yes  No Contract must be approved by the Secretary of Administration.

**VIII. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL**

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

_____	<u>2/22/07</u>		<u>3/1/07</u>	
Date	Agency or Department Head		Date	Approval by Agency Secretary (if required)
<u>2/23/07</u>	<u>Maria Salen</u>		_____	
Date	Approval by Attorney General		Date	**Reviewed By Comm. DHR or DHR AAG
_____	_____	_____	_____	_____
Date	CIO (initial)	Date	CMO (initial)	Date
				Approval by Secretary of Administration



## AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and Prison Health Services, Inc of Brentwood, TN, Vermont (hereafter called "Contractor") that contract #10962 dated 1/26/2007 between said State and Contractor is hereby amended as follows:

To change Page 1, 4. Contract Term, delete "with two options to renew for an additional one(1) year term by the state" and replace with " with two options to renew for additional one year terms".

Attachment A, Chapter II Services, Section G: Delete last line in section: "The Contractor shall include a detailed description of its health improvement and disease prevention program in its CQI program description."

Attachment A, Chapter II Services, Section J, subsection a. Provider Payments: Paragraph one - delete last line as follows: "The contractor will assist the state in the process of determining eligibility and proof of identity and citizenship."  
Replace with: "Contractor is responsible for completing a Vermont Health Access Plan (VHAP) enrollment form for all inmates receiving inpatient hospital services who may be eligible for VHAP coverage. The Contractor will submit the inmate's enrollment form to VHAP for a determination of program eligibility. VHAP eligibility determinations may require proof of inmate identity and citizenship which shall be the responsibility of the Department of Corrections (DOC) to obtain and provide to the Contractor as part of the VHAP enrollment process."

Attachment A, Chapter V. Administrative Services, Section M. Other Operational and Financial Data Reporting: Paragraph one, delete language: "All annual reporting shall be according to the State's Fiscal Year (July 1 to June 30). Most annual and quarterly reports are due from the Contractor and any subcontractors to the DOC within forty-five (45) days after the end of each reporting period. Facility-specific operational and financial reports must be submitted, as well as an aggregated report for the entire system."

Attachment B, Section 4. Reconciliation of Costs: Add the following language to paragraph three: "Unless the State notifies Contractor otherwise within thirty (30) days of the State's receipt of a monthly report or a quarterly reconciliation report, all costs reported therein will be deemed accepted by the State. The State reserves the right to request an extension of the thirty (30) day period. Such a request for an extension shall not be unreasonably denied by Contractor and the parties will agree on the specific time period of the extension."

Attachment G, Chittenden Staffing Chart: The original inaccurate chart was removed at the time of signature by the contractor and replaced with a corrected chart. The corrected chart is in the original contract and will not be attached to this amendment but will be considered as part of this amendment.

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

Except as modified by this above amendment, and any and all previous amendments to this contract, all provisions of this contract #10962 dated January 26, 2007 shall remain unchanged and in full force and effect.

The effective date of this amendment is 01/29/07.

APPROVED AS TO FORM

MJ Salem  
Attorney General's Office

Date: 2/23/07

STATE OF VERMONT  
AGENCY OF HUMAN SERVICES  
DEPARTMENT OF CORRECTIONS

Robert D. Hofmann  
Robert D. Hofmann, Commissioner

Date: 3/2/07

CONTRACTOR: Prison Health Services, Inc

Signed: Richard Hallworth  
RICHARD HALLWORTH  
(Please PRINT Signature)

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

SS#/Fed ID#: 23-210885  
Date: 3/14/07

APPROVED AS TO FORM  
by LEGAL DEPT.

[Signature]