



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32901-31230	<b>Edison ID</b> 57216	<b>Contract #</b> 57216	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Centurion of Tennessee, LLC			<b>Edison Vendor ID</b> 0000166648		
<b>Amendment Purpose &amp; Effect(s)</b> The amendment will revise the scope of services to require the vendor to provide screening for Hepatitis C and will allow the vendor to buy eligible outpatient prescription drugs at favorable discounts from drug manufacturers on behalf of the State from the State's 340b contract partner.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> NA			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 0.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	\$96,113,300				\$96,113,300
2020	\$99,609,700				\$99,609,700
2021	\$102,557,900				\$102,557,900
2022	\$105,885,500				\$105,885,500
2023	\$109,343,400				\$109,343,400
<b>TOTAL:</b>	<b>\$513,509,800</b>				<b>\$513,509,800</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**AMENDMENT ONE  
OF CONTRACT 57216**

This Amendment is made and entered by and between the State of Tennessee, **Department of Correction**, hereinafter referred to as the "State" and **Centurion of Tennessee, LLC**, hereinafter referred to as the "**Contractor**." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.4.a. is deleted in its entirety and replaced with the following:

**A.4. PRIMARY CARE SERVICES.** The Contractor shall provide Primary Care Services in accordance with this Contract. Physician providers and Mid-Level providers shall meet credentialing standards as outlined in section A.14 and be reviewed by the State Chief Medical Officer or his or her designee. The Contractor may also use Mid-Level Providers in accordance with Tennessee law. Primary Care Services shall include the following:

- a. **Diagnostic History and Physical Examinations.** Contractor shall perform a diagnostic screening, performed by a Diagnostic Consultant (DC), on all inmates immediately upon their arrival at State Facilities in accordance with TDOC Policy #113.20. A health examination shall be completed for each new State inmate that is not an intra-system transfer, within fourteen (14) calendar days after arrival at State Facilities. Exceptions shall be documented with adequate justification to the Chief Medical Officer and Warden or designee within fourteen (14) calendar days and approved in writing by the same. The examination shall be comprehensive and clinically indicated including diagnostic studies based upon the age and sex of the inmate and include the following:
  1. Medical history and clinical exam.
  2. Clinical profile and medical classification.
  3. Rapid Plasma Reagin (Syphilis) (RPR).
  4. Purified Protein Derivative (PPD) Skin tests and any appropriate further testing or other tuberculin testing as designated by State policies or the State Chief Medical Officer.
  5. Mouth swabs for DNA testing and finger printing.
  6. Complete blood count with differential.
  7. Automated blood chemistry profile.
  8. Screening for Gonorrhea and Chlamydia.
  9. Urinalysis (dip stick).
  10. For juveniles a clinician shall obtain the vaccination history and refer to guidelines published by the Advisory Committee on Immunization Practices (ACIP) to determine which if any immunizations are needed to complete the series. Human Immunodeficiency Virus (HIV) testing shall be provided unless refused for inmates under the age of 21.
  11. Human Immunodeficiency Virus (HIV) testing shall be provided unless refused by the inmate.
  12. Chest X-ray and Electrocardiogram, when indicated.
  13. Screening for Hepatitis C.
  14. For female inmates:
    - a. Pap Smear;
    - b. Pelvic Exam;
    - c. Breast Exam; and

- d. HIV testing shall be mandatory for pregnant inmates or when requested and clinically indicated.
- 14. Inmates age fifty (50) and older:
  - a. Fecal Occult Blood Test (FOBT);
  - b. Chest X-Ray;
  - c. EKG; and
  - d. Prostatic Specific Antigen (PSA) – Male Inmates.
- 15. Females age forty (40) and older: base line mammogram and HIV testing shall be mandatory for pregnant inmates or when requested and medically necessary.

2. Contract Section A.9.c. is deleted in its entirety and replaced with the following:

A.9.c. Hepatitis and HIV Medications. The Contractor shall administer Hepatitis-B Vaccine (HBV) for all clinical State Facilities staff, regardless of employer. The Contractor shall collaborate with the State Central Pharmacy Contractor to facilitate the implementation of access to 340b pricing, and make purchases of eligible outpatient prescription drugs at favorable discounts from drug manufacturers on behalf of the State for inmate patients from the State's 340b contract partner. The State will reimburse the Contractor for the 340b medication purchases as invoiced monthly by the Contractor.

The Contractor shall be responsible for fifty percent (50%) of the costs of all HIV/Acquired Immune Deficiency Syndrome (AIDS) and hepatitis C antiretroviral medications prescribed by a Physician or Mid-Level providers, according to State treatment protocols, guidelines and formulary developed by the State Chief Medical Officer, Clinical Pharmacist, and the State Central Pharmacy Contractor.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective **March 1, 2019**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CENTURION OF TENNESSEE, LLC:



SIGNATURE

1/23/2015

DATE

Steven H. Wheeler, CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:

*Ty Parker* <sup>af</sup>

TONY PARKER, COMMISSIONER

1/31/19

DATE