

STATE OF NEW MEXICO

NEW MEXICO CORRECTIONS DEPARTMENT

GENERAL SERVICES CONTRACT #16-770-1300-0097

THIS AGREEMENT is made and entered into by and between the State of **NEW MEXICO CORRECTIONS DEPARTMENT**, hereinafter referred to as the "Agency," and **CENTURION CORECTIONAL HEALTHCARE OF NEW MEXICO LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work outlined in the Scope of Work which is hereby incorporated and made part of this Contract as Attachment I.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily Performed pursuant to the Scope of Work (Attachment I) and as delineated in Budget, which is hereby incorporated and made part of this Contract as Attachment II, such compensation not to exceed forty one million dollars (\$41,000,000.00) during the first year, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed forty one million dollars (\$41,000,000.00) during the first year. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. To the extent that the Agreement is renewed for years two, three and/or four, the compensation for those years is contained in Attachment II: Budget. Additional terms regarding compensation are also contained in Attachment II: Budget.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices or documents sent by the Contractor to the Agency regarding Risk Share Amounts owed pursuant to Attachment II: Budget are not subject to the fifteen day after termination of the fiscal year requirement, but the Contractor will provide the Agency with written notice of the calculation of risk share amounts owed within thirty (30) days of its calculation of the amounts owed.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

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week, (24) hours per day outpatient and inpatient physician on-call coverage.

Sick Call shall be held at each facility according to ACA standards. If an inmate's custody status precludes attendance at sick call, arrangements shall be made to provide sick call.

The Contractor will provide a nurse or provider that assumes the responsibility of a health educator at each Facility.

All inmates must have access to routine sick call on an appointment basis. Sick call must be conducted according to Agency policy at a time and place mutually agreed upon by the Warden, the Agency's Medical Director and the Contractor. The Contractor shall provide routine sick call Monday through Friday under the direction of a physician using nursing protocols approved by the Agency Medical Director, or by direct provider visit.

Each Facility shall have a mechanism in place that enables all inmates, including those in segregation to request health care services daily, seven days a week. Sick call shall be held daily for inmates housed in segregation units or restricted housing units.

The Contractor shall indicate its mechanism for triaging medical requests and shall establish appropriate triage mechanisms to be used for specific categories of complaints.

The Contractor shall provide triage and screening activities through direct client-patient contact with a registered nurse or mid-level provider. Emergency sick call will be available 7 days per week. Any unresolved diagnostic or therapeutic problems shall be referred to a physician. All non-scheduled walk-in visits to the medical section will be reviewed triaged by a registered nurse and by a provider on the next sick call visit. Any inmate presenting for the second time with the same unresolved complaint shall be scheduled to see physician/provider at the next sick call.

WOMEN'S HEALTHCARE

Women's healthcare is guided by and governed by the Agency policy on Women's Healthcare.

The Contractor shall screen female inmates at intake for pregnancy by history, physical exam and a pregnancy test. All confirmed pregnant inmates will be provided with prenatal care under the supervision of a Board Certified Obstetrician or Family Practice Physician according to the American Colleges of Obstetrics and Gynecology Standards. The Contractor shall provide all laboratory testing, medical examinations, and other diagnostic testing. Women over 40 years of age shall have a mammogram every other year unless clinically dictated otherwise. Women over 50 years old will have annual mammograms unless clinically dictated otherwise. All females will undergo pap smear exams.

The Contractor will provide all pregnant females counseling and assistance regarding temporary placement of the expected baby, and or adoption. As appropriate, questions from pregnant females about continuation or termination of pregnancy should be expertly addressed in accordance with all applicable laws. The Agency may offer guidance to assure that sufficient healthcare topics are covered; however, the Agency will not intrude upon the doctor-patient relationship in controlling the nature of the counseling in any way.