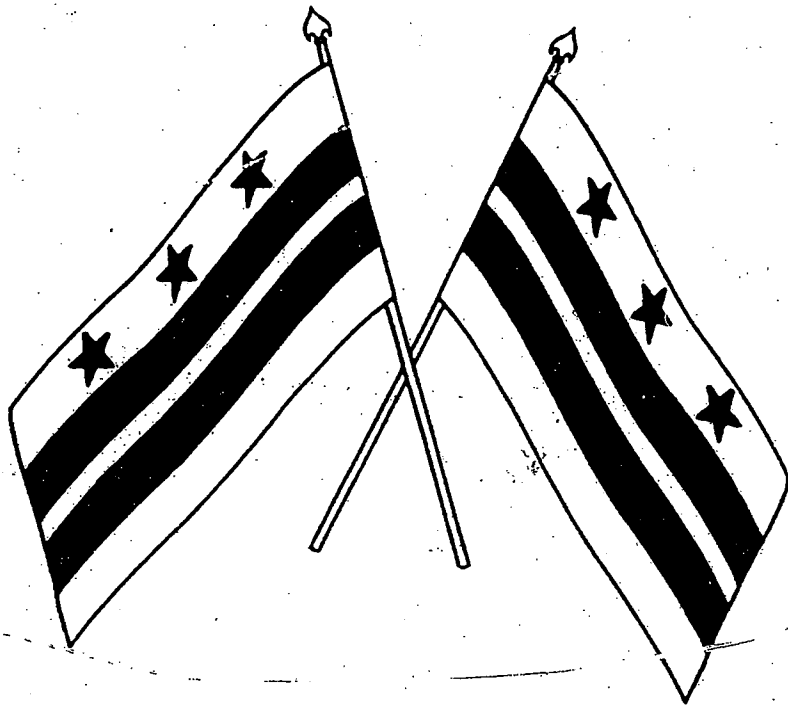


# EXHIBIT C

**Government of the District of Columbia**  
**OFFICE OF CONTRACTING AND PROCUREMENT**



ITATION/CONTRACT NO. CO12-AA-FL-0-SC

OPENING DATE: \_\_\_\_\_

OPEN MARKET

SHELTERED MARKET

AGENCY: DEPT OF CORRECTIONS



000001



GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION

DEPARTMENT: Department of Corrections	ADDRESS: 1923 Vermont Avenue, N.W. Washington, D.C. 20001
ISSUED TO: (Contractor) Center for Correctional Health Policy and Studies, Inc. 1730 K Street, N.W. Suite 304 Washington, D.C. 20001	RELATING TO: Medical and Mental health Services Contract No. C012-AA-FL-0-SC Action No. 7
USING AGENCY OR AGENCIES: Department of Corrections	EFFECTIVE DATE: April 1, 2003

IN ACCORDANCE WITH PARAGRAPH 19 "CHANGES CLAUSE" OF THE STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACT, DATED NOVEMBER 2002, THE DISTRICT AND THE CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING CHANGES:

- The contractor assumes all responsibility for inmate healthcare in the CTF and the CDF commencing on April 1, 2003.
- Price shall be \$13.00 per diem with inmate population of 3200 or above, other per diem rates will be invoiced at the following sliding scale:

Inmate Population	Price Per Diem
3000 - 3199	\$ 13.50
2800 - 2999	\$ 13.75
2600 - 2799	\$ 14.00
2400 - 2599	\$ 14.25
2200 - 2399	\$ 14.50
2000 - 2199	\$ 14.75

- The Contractor shall submit monthly invoices for each calendar month. Invoice shall show daily inmate population of Central Detention Facility (CDF) and Central Treatment Facility (CTF) based on Midnight Count issued by the CDF and CTF, multiplied by the daily per diem for that day

ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED

CONTRACTOR:

Center for Correctional Health Policy and Studies, Inc.

Contractor's Name

By: [Signature] Title President Date 4/1/03  
 Signature of Authorized Representative Title Date

ACCEPTANCE BY THE DISTRICT:

4/1/03 DATE  
[Signature] CONTRACTING OFFICER



GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION  
(Continuation)

CONTRACT NO. C012-AA-FL-0-SC

ACTION NO. 7

PAGE 2 OF 4

A separate invoice line item shall be shown for each day of the month. The monthly invoice shall be submitted to the DOC Health Services Administrator for the payment.

4. Reconciliation between budgeted and actual expenditures for pharmacy services for all DOC inmates at CDF and CTF shall be made every six month from date of award of this modification.
5. There shall be no price escalation for option year three and option year four.
6. The Government shall not pay any management fee to the Contractor.
7. This modification shall settle all reconciliation between the DOC and Contractor for base year, option year one and option year two. The DOC agrees to pay \$125,000.00 in settlement of all previous reconciliations. Payments in equal amounts for a period of 12 months (\$10,416.66).
8. The Contractor shall receive Certification for CTF through the National Commission on Correctional Health Care (NCCHC) by March 2004. The Contractor shall also maintain American Correctional Accreditation (ACA) at the Correctional Treatment Facility and obtain ACA Accreditation at the Central Detention Facility. The latter shall be accomplished no later than the time that the Department of Corrections obtains accreditation.
9. Staffing Plan: (See Attached Exhibit A )  
Staffing plan shall be subject to adjustment based on a sustained increase or decrease in the inmate population for a period of 120 days. Any staffing plan adjustment shall be requested by the contractor and approved by the Contracting Officer. Per diem rate is subject to negotiations.
10. Liquidation Damages:
  - A. If the Contractor leaves vacant a Principal Leadership position, as defined herein, for greater than sixty (60) days, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, one and one half the salary rate per hour + fringe hourly rate defined in Schedule B-1 or B-2 (approved by the DOC) times the number of required hours the position is left vacant after 60 days. These liquidated damages are in addition to the prior or ongoing adjustments made monthly for the "unfilled" positions. A Principal Leadership position shall be defined as the Medical Director, Mental Health Director, Health Services Administrator, Executive Administrator or Director of Nursing. If a qualified individual is performing the functions of a Principal Leadership position then this position is not considered vacant.

Case File

Contractor

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Using Agency

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION  
(Continuation)

CONTRACT NO. C012-AA-FL-0-SC

ACTION NO. 7

PAGE 3 OF 4

- B. If the Contractor leaves vacant any required position as accepted by the DOC in Schedule A-1 or A-2 (Non-Leadership) for greater than 120 days, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, one and one-half the salary rate per hour + fringe hourly rate defined in Schedule B-1 or B-2 (approved by the DOC) times the number of required hours the position is left vacant after 120 days. These liquidated damages are in addition to the prior or ongoing adjustments made monthly for the "unfilled" positions.
- C. The Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages the following amounts for the following situations as determined by monitoring activities of the DOC or its designee:
1. If less than 95% of CDF intake screening are completed within 24 hours, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$200 times the number of intakes for whom services were not completed within 24 hours for the period being measured. (Not to exceed a 30-day period.)
  2. If less than 95% of the eligible inmate PPDs are placed and read, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$200 times the number of inmates for whom the PPD was not placed within the prescribed timeframe for the period being measured. (Not to exceed a 30-day period.) For this item "eligible inmates" are inmates in the CDF or CTF for over 96 hours.
  3. If less than 95% of the eligible positive PPDs fail to receive timely follow-up, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$100 times the number of eligible inmates who did not receive timely PPD (Purified Protein Derivative / Mantoux skin test used to screen for tuberculosis) follow-up for the period being measured. (Not to exceed a 30-day period for measurement.) For this item "eligible inmates" are defined as inmates in the CDF and CTF for over 30 days.
  4. If greater than 10% of the eligible CDF and CTF inmates, known to have an abnormal blood pressure (BP greater than 140 / 90), do not have a plan documented in the medical record to control blood pressure levels within 14 days ("BP Documented Plan"), the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$100 times the number of eligible inmates, determined not to have received appropriate clinical intervention for abnormal blood pressure

Case File

Contractor

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Using Agency

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION  
(Continuation)

CONTRACT NO. C012-AA-FL-0-SC

ACTION NO. 7

PAGE 4 OF 4

during the period being measured. (Not to exceed a 30-day period.) For this item "eligible inmates" are defined as inmates in the CDF and CTF for over 15 days.

5. If greater than 15% of the eligible CDF and CTF inmates known to have HIV have a clinical status warranting PCP prophylaxis, and are not receiving it, within 2 weeks, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$100 per day for each of these eligible inmates not receiving PCP prophylaxis within the period being measured. (Not to exceed a 30-day period.) For this item "eligible inmates" are defined as inmates in the CDF and CTF for over 15 days.
6. If greater than 15% of the eligible diabetics tested as part of an audit are found to have an Hgb A-1C level greater than 7% (and there is no documented clinical strategy to improve the outcome), the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed and liquidated damages, \$100 for each diabetic inmate failing to meet the standard, in excess of the 15% threshold, within the period being measured. (Not to exceed a 30-day period.) For this item "eligible inmates" are defined as inmates in the CDF and CTF for over 15 days who are known to have diabetes. A normal Hgb A-1C level is defined as less than 6.8%.
7. If less than 95% of the eligible inmate population with chronic illness (Hypertension, Diabetes, HIV, Asthma, Seizure) is followed clinically according to the chronic care guidelines and seen at least every 90 days, the Contractor shall in place of actual damages, pay to the government, \$100 per day for each of the inmates not followed in the chronic care clinic.
8. The Contractor will maintain an Infection Control Plan to be approved by the Health Services Administrator, to commence one month after Contract Award. If the Infection Control Plan is not in place, the Contractor shall, in place of actual damages, pay to the Government, as fixed, agreed liquidated damages, \$500 for each day the Infection Control Plan is not in effect.
9. The Contractor shall maintain valid and current licenses and certifications as required for all Health Care providers. The Contractor shall be fined \$500 per incident per day for each health care provider without a valid and current credential, commencing at the date of the finding.
10. All healthcare staff must have evidence of annual TB screening and hepatitis B immunization. Direct patient care personnel must maintain current CPR certification.



GOVERNMENT OF THE DISTRICT OF COLUMBIA

CHANGE ORDER/UNILATERAL MODIFICATION

Page No. 1 of 2 pages

DEPARTMENT: Department of Corrections	ADDRESS: 1923 Vermont Avenue, N.W. Washington, D.C. 20001
ISSUED TO: (Contractor) Center for Correctional Health Policy and Studies, Inc. 1730 K Strret, N.W. Suite 304 Washington, D.C. 20001	RELATING TO: Medical and Mental Health Services CONTRACT No. C012-AA-FL-0-SC Action No. 5
USING AGENCY OR AGENCIES: Department of Corrections	EFFECTIVE DATE: March 12, 2002

ACTION:  Change  Exercise of Option  Modification  Economic Price Adjustment  Other

IN ACCORDANCE WITH THE CONTRACT NO. C012-AA-FL-0-SC, SECTION I.I, CONTRACT TERM OF THE RFP, THE DISTRICT HEREBY EXERCISES ITS OPTION TO EXTEND THE CONTRACT FOR THE PERIOD OF MARCH 12, 2002 THROUGH MARCH 11, 2003.

1. The Contract is hereby extended for the period of March 12, 2002 through March 11, 2003 for option year two.
2. The total price for the option year two (2) contractual services is \$11,422,832.41 from March 12, 2002 through March 11, 2003.
3. The cumulative contract price is hereby increased from \$25,501,424.61 by \$11,422,832.61 to \$36,924,257.22.
4. Wage Determination No. 1994-2103, Revision No. 24, dated May 31, 2001, is made part of this contract.

RECAP:

Base Year - March 12, 2000 through March 11, 2001	\$12,000,000.00
Action 1 Administrative Change	
Action 2 Exercises Final Option for Option Year One for the period of April 11, 2001 through March 11, 2002 (Signed by District on April 3, 2001 after received City Council approval.)	\$11,013,698.70

ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED

3-7-02  
DATE

*Willif Wath*  
CONTRACTING OFFICER



GOVERNMENT OF THE DISTRICT OF COLUMBIA

CHANGE ORDER/UNILATERAL MODIFICATION  
(Continuation)

CONTRACT NO. C012-AA-FL-0-SC

ACTION NO. 5

PAGE 2 OF 2

Action 3	Exercises Partial Option for Option Year One for the period of March 12, 2001 through April 10, 2001 (Signed by District on March 10, 2001 while waiting for City Council approval for Action No. 2)	\$ 986,301.30
Action 4	Modification	-\$ 1,849,090.55

Case File

Contractor

PSD

Using Agency

DAS 91-401A

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION

Page No. 1 of 2 pages

DEPARTMENT: Department of Corrections	ADDRESS: 1923 Vermont Avenue, N.W. Washington, D.C. 20001
ISSUED TO: (Contractor) Center for Correctional Health Policy and Studies, Inc. 1730 K Street, N.W. Suite 304 Washington, D.C. 20001	RELATING TO: Medical and Mental health Services Contract No. C012-AA-FL-0-SC Action No. 4
USING AGENCY OR AGENCIES: Department of Corrections	EFFECTIVE DATE: November 20, 2001

IN ACCORDANCE WITH PARAGRAPH 19 "CHANGES CLAUSE" OF THE STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACT, DATED OCTOBER 1999, THE DISTRICT AND THE CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING CHANGES:

- DELETE, The Cover page, Table of Contents and Page Number 1 through 70.
- INSERT, The Cover Page, Table of Contents and Page Number 1R through 53R.
- ADMINISTRATIVE CORRECTIONS:
  - Best and Final Offer dated January 19, 2000 and accepted was \$12,562,278.29 with a 3% increase for each option year.
  - Option Year One Contract value reads \$12,000,000.00, it should read \$12,939,146.46.
- Revise Price Proposal submitted by Center for Correctional Health and Policy Studies, Inc., dated November 9, 2001 is accepted and made part of this contract.
- The total cost for the option year one (1) contractual services is hereby decreased from \$12, 939,146.46 by \$1,849,017.91 to \$11,090,128.55.

ALL OTHER CONTRACT TERMS AND CONDITIONS REMAIN UNCHANGED

CONTRACTOR:

Center for Correctional Health Policy and Studies, Inc.

Contractor's Name

By: *[Signature]*  
Signature of Authorized Representative

*President*  
Title

*11/20/01*  
Date

ACCEPTANCE BY THE DISTRICT:

*11-20-01*  
DATE

*[Signature]*  
CONTRACTING OFFICER



GOVERNMENT OF THE DISTRICT OF COLUMBIA

BILATERAL MODIFICATION  
(Continuation)

CONTRACT NO. C012-AA-FL-0-SC

ACTION NO. 4

PAGE2 OF2

6. The total cost for the option year one (1) contractual service is \$11,090,128.55.
7. The cumulative value is hereby decreased from \$25,501,424.61 by \$1,849,017.91 to \$23,652,406.70.

RECAP:

Base	Year - March 12, 2000 through March 11, 2001	\$12,562,278.29
Action 1	Administrative Change	\$ 0.00
Action 2	Exercises final option for option year one for the period of April 11, 2001 through March 11, 2002	\$11,013,698.70
Action 3	Exercises partial option for option year one for the period of March 12, 2001 through April 10, 2001	\$ 986,301.30
Action 4	Modification	-\$ 1,849,090.55