Medical RFP questions and answers

- Please provide a copy of the current medical services contract with the incumbent provider –
  The contract between Lackawanna County and Correctional Care, Inc is a matter of public record. As such, there is no need to file a Right to Know request or anything else along those lines. Subsequently, a copy of the current contract will be sent to each provider in a separate email.

- What is the County’s time frame for obtaining NCCHC accreditation?
  Lackawanna County would like to attain NCCHC accreditation by December 31, 2018.

- Will the County accept audited financial reports in lieu of a D&B report?
  Yes

- Please identify the local hospital for inpatient and emergency services –
  Presently the Geisinger Community Medical Center is used as the primary facility. However, the LCP is also very close to two other hospitals (Regional Hospital of Scranton and Moses Taylor) and the LCP has no preference regarding which hospital is used.

- Please provide the breakdown of the inmate/detainee population included in the overall population figures:
  - County detainees 643
  - State Dept of Corrections 62
  - Immigration and Custom Enforcement 1
  - United States Marshals Service 183
  - Work Release – WR inmates are in a separate facility and not part of the population covered by our medical health care provider
  - Other

- Please provide the current staffing plan by position, credential and shift
  LCP considers this information to be proprietary to the present health services provider.

- Please provide the salaries/pay rates of current staff (RN, LPN, Mid-level provider, etc) to include shift and weekend differentials.
  LCP does not possess record of what the present contracted provider’s rates of pay are.

- Are there currently any unfilled positions?
  No

- If so, please identify the position and length of time unfilled.
  N/A

- What mental health services are currently provided at the LCP?
  A local psychiatrist is sub-contracted by the health care provider to provide 8-12 hours per week. Additionally, the Scranton Counseling Center is contracted by the County to provide a full time masters level mental health care provider. This individual provides a variety of services to and for the prison as well as providing assistance to the subcontracted psychiatrist.
• What mental health services are provided by the Scranton Counseling Center at the LCP? – assists with arranging inpatient placements to various facilities (state hospital, halfway houses, etc) that specialize in mental health; works with the subcontracted psychiatrist to provide services to the inmate population; provides guidance and direction to LCP staff

• How frequently is the master’s level mental health provider from the Scranton Counseling Center on-site? Daily –
  • 30 to 40 hours per week

• Other than the Scranton Counseling Center mental health professional, please provide the current mental health staffing by credential and shift at the LCP –
  • Dr. Satish Mallik, MD. Dr. Mallik comes in to see clients 3 times per week for several hours each visit. The amount of time averages from 8-12 hours per week. Dr. Mallik is subcontracted through the current health care provider.

• How many patients are currently receiving mental health services?
  • This number varies on a daily basis. However, an estimate is 300.

• How many patients are currently on psychotropic medication?
  • This number varies on a daily basis. However, an estimate is 300.

• Who is financially responsible for inpatient psychiatric hospitalization – the County or the contractor?
  • The County. Presently, we have what is called a “Cost Plus” arrangement and that equates to the health care provider paying the bill and submitting the amount for reimbursement from the County.

• How many mental health groups/types of groups per week are currently provided?
  • None

• Please identify the following current providers:
  o Pharmacy
  o Laboratory
  o Mobile X-Ray services
  o Ambulance services
  • Lackawanna County suggests that all potential contractors contact local businesses to work out contracts with those agencies.

• Please identify and provide contact information for the following individuals:
  o Medical Director – Dr. Edward Zaloga
  o Mid-Level Provider -
  o Psychiatrist – Dr. Satish Mallik
  o Dentist – Dr. Nicholas Demian

• Please identify any on-site specialty clinics, the frequency of the clinic and provider name and contact information
  • On site specialty clinics are conducted per the requirements of the NCCHC
• Please provide an inventory of the medical and dental equipment that will be available for use by the contractor
• Please refer to the attachment at the end of this report. It lists what belongs to the current provider.
• Will the County consider the use of telemedicine services?
  • Yes
• Please identify the current electron medical records (EMR) system, if any, being utilized to include application and version.
  • No EMR used at this time.
• Please identify the current Jail Management System (JMS) at the facility –
  • Offender Management System (OMS)
• Will internet connectivity be available to the contractor?
  • Yes
• Does the LCP currently have wireless capability?
  • No
• Please provide copies for the most recent 12 months of the monthly narrative and statistical reports (of the type mentioned in paragraph 5 on page 14 of the RFP) from the current provider

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- Please provide a copy of the current detoxification protocol
- **This information is considered proprietary and/or the intellectual property of Correctional Care, Inc. and Dr. Edward Zaloga.**
- Are PPDs implanted at the time of the intake screening or during the health assessment physical?
- **PPDs are implanted within the first 24 hours of incarceration.**
- Please confirm that cost proposals in the “Cost Plus” format do not include application of the Catastrophic Limitations shown on page 17 of the RFP
- **Confirmed**
- Please confirm that the cost of implementing the electron medical records system should be detailed as a separate budget item in the “Cost Plus” format proposal.
- **Confirmed**
- Is it expected that the cost per inmate in the “format II” proposal is to be multiplied by the actual number of inmates on a monthly basis to arrive at the amount to be invoiced to the County for the particular month?
  - For instance, will the contractor be paid a different amount for 926 inmates versus 925 inmates? **That is for each company to determine on their own**
• Please provide a sample chart to illustrate the desired format to be used for the cost per inmate chart.

• There is no desired format. Lackawanna County intends on evaluating each proposal and will reach out to the submitting company if there is any confusion or questions regarding the format.

• Regarding the Catastrophic Limitation of $800,000.00 for the cost of AZT or other AIDS medications, can the cost of medications for the treatment of Hepatitis C, blood coagulation disorders, tissue rejection, and/or chemotherapy be included in this category?

• Yes

• Have the catastrophic limitations in the current contract been exceeded during any year of the contract? No
  o If so, by how much, in which category, during which years? N/A

• What has been the annual cost of medication for the treatment of HIV/AIDS?

• Lackawanna County is unable to provide an estimate

• How many individual inmates have been treated for HIV/AIDS during each year of the current contract?

• Please refer to the chart on pages three and four

• How many ER runs were there in 2016

• 12

• How many hospitalizations were there in 2016

• 75-100 days

• Is there a breakdown of outside consults for 2016 by type and frequency?

• No

• What is the current and most recent fiscal year expenditure for medical services?

• 2.163 Million

• What is the annual expenditure for inmate inpatient care?

• The present Cost Plus system does not cost the current provider anything because the provider is re-imbursed for any fees associated with inpatient hospitalizations.

• Is the cost of startup medical equipment in addition to the cost estimate?

• The cost estimate supplied by each company should include the cost of any equipment that the company (you) feel is necessary

• What is the annual expenditure for pharmaceuticals?

• Lackawanna County is unable to provide an answer to this question at this point in time

• How is patient care managed leading up to and then immediately following their release from prison?

• Lackawanna County Prison is in full compliance with Title 37 Standards regarding medical services. Lackawanna County Prison recognizes that each company may manage patient care in differing manner and companies are free to manage patient care as they deem appropriate. The important things are that the prison maintains compliance with the standards set forth in Title 37 and, of course, that the prison population receives a level of care that is acceptable.
• What is the number of days’ supply of meds that they are given upon release?
  For most it’s 3. However, we have a contract with the PA DOC which requires 30 days if the individual is being transferred to a halfway house – we normally have 50 to 60
• What is the protocol to get the patient re-enrolled in Medicaid upon release?
• The prison has its own protocol that is independent of the health care provider.
• Is there a program in place that connects inmates to primary care providers prior to their release from prison?
• The prison has its own protocol that is independent of the health care provider.
• Please provide a copy of the 2018 fiscal budget for health care services – the 2018 budget has not yet been passed nor shared with the prison as of this date.
• Was the current health services provider assessed any fines or penalties for the years 2015 through the present? If so what were the totals for each year?
  No
• Please provide the total expense for health care services for the following years:
  o 2015 - $2,119,422.68
  o 2016 - $2,163,882.01
  o 2017 (to date) - $1,851,085.71
• Please provide a copy of any additional health services contracts/agreement (for services provided to inmates at the facility) that are in addition to the base contract, to include pricing for:
  o Hospitals
  o Outside/specialty consults
  o Pharmacy services
  o Laboratory services
  o Radiology services
  o Dialysis services
• Lackawanna County Prison has no additional health services contracts/agreements. Any and all additional contracts and agreements are between the present health care provider and the additional service provider company/institution.
• Does the current staffing pattern differ from the staffing pattern in the RFP?
  No
• May psychiatrist hours be augmented with psychiatric PA/CRNP?
  Yes, provided that a licensed psychiatrist is contracted with and provides oversight, guidance and on-site services to a degree that is deemed acceptable to the prison and the community of Lackawanna County
• Please provide a list of the current vacancies –
  None
• Please provide a detailed list or register of all employees and subcontractors currently working in the medical department to include their names, titles, credential and years of services (Example: Health Services Administrator, Medical Director, Psychiatrist, Dentist, Physician Assistants, Nurse Practitioners, RNs, LPNs, MAs)

• **The request is not appropriate due to the personnel nature of the inquiry.**

• Please provide the current number of Hepatitis A, B and C patients
  - What is the annual cost of hepatitis medication for the following years
    - 2015
    - 2016
    - 2017 (to date)
  - **Lackawanna County is unable to provide an estimate**

• Please provide the current number of HIV
  - What is the annual cost of hepatitis medication for the following years
    - 2015
    - 2016
    - 2017 (to date)
  - **Lackawanna County is unable to provide an estimate**

• Are any members of the current medical staff represented by a union or collective bargaining unit?
  - **No**

• Are there any consent decrees, law suits or litigation pending that will affect this new contract?
  - **There are no consent decrees and there are a few law suits pending, but nothing that would affect a contract**

• Is the health services provider able to assess and treat inmates via:
  - Tele-medicine
  - Tele-psychiatry
  - Tele-psychology

• **Yes, however, Lackawanna County requires supplementation with on-site doctor hours as well**

• Who is responsible for Lackawanna County Prison medical equipment if damaged or in need of repair?
  - **Lackawanna County.**

• Please provide the number of inmates at the LCP who died while incarcerated in the following years?
  - 2014 - 4
  - 2015 - zero
  - 2016 - zero
  - 2017 (to date) – zero
• Please provide the number of inmates at the LCP who attempted suicide while incarcerated in the following years?
  o 2014
  o 2015
  o 2016
  o 2017 (to date)

• **Lackawanna County is unable to provide an estimate**

• Please provide the number of inmates at the LCP who were treated for detoxification in the following years?
  o 2014
  o 2015
  o 2016
  o 2017 (to date)

• **Lackawanna County can provide an estimate of 1200-1500 annually.**

• Pursuant to the RFP, Limitation on Catastrophic Accident or Illness, page 17, the liability of the contractor for costs associated with medical services for on-site care for AZT or other AIDS medication is limited to $800,000.00. Please clarify if other high cost medications/treatments may be covered under this catastrophic cap (i.e. Hepatitis C, Hemophilia, and Dialysis)

• **Yes**
County of Lackawanna

Certified Copy

Resolution: 09-0294

File Number: 09-0294

Entering into a professional services contract with Correctional Care INC.

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby enter

into a professional services contract with Correctional Care, Inc. to provide healthcare services to the

inmates at the Lackawanna County Prison.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna

County held on December 15, 2009.

COUNTY OF LACKAWANNA

COREY D. O'BRIEN

MICHAEL J. WASHO

A.J. MUNCHAK

ATTEST:

MARTA ELKINS

CHIEF OF STAFF

Approved as to form and legality:

JOHN R. O'BRIEN, ESQUIRE

COUNTY SOLICITOR
COMPREHENSIVE HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Lackawanna County, Pennsylvania (hereinafter, "County") and Correctional Care, Inc., a Pennsylvania corporation with offices at 4101 Birney Avenue, Moosic, Pennsylvania 18507 (hereinafter, "CCI" or "Company") is entered into as of December 15, 2009.

WITNESSETH

WHEREAS, the "County" is legally responsible for providing medical care for inmates, detainees, and prisoners in the Custody of the Lackawanna County Prison which meets the constitutional standard under the Eighth Amendment to the United States Constitution; and

WHEREAS, the "County" desires to provide the highest quality medical care in accordance with applicable laws; and

WHEREAS, the "Company" employs professionals with the requisite credentials and experience to provide such medical care; and

WHEREAS, the parties desire to memorialize their agreement in writing.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other valuable consideration, and intending to be legally bound thereby, the parties agree as follows:

1) **Scope of Services.** "Company" agrees to provide medical, mental health, and other related healthcare services to individuals incarcerated at the Lackawanna County Prison which shall include routine medical services; mental health treatment; drug and alcohol detoxification; radiological services; laboratory services; dental services; and vision services, as well as other services as are currently being provided under the existing contract along with any supplements, addendums, qualifications, restrictions, limitations, etc. and in accordance with the current custom and practices of the parties, all of which are incorporated by reference as if set forth in their entirety.

2) **Non-Routine Medical Services.** "Company" will provide outside hospitalization for incarcerated individuals of the Lackawanna County Prison as indicated at either "Community Medical Center", Mercy Hospital or Moses Taylor Hospital ("Contracting Hospital"), or such other hospital or ambulatory care center with whom "Company" may contract. All decisions regarding hospital admissions and specialty care are medical decisions to be made by the appropriate medical personnel. Every effort will be made to provide as much care as possible on-site, so as to minimize the disruption in the correctional staffing.

3) **Mental Health Commitments.** "Company" shall furnish mental health services consistent with the existing contract along with any supplements addendums,
qualifications, restrictions, limitations, etc. and in accordance with the current custom and practices of the parties, all of which are incorporated by reference as if set forth in their entirety.

4) **Emergency Care.** "Company" shall be responsible for coordinating and providing for the treatment of medical emergencies consistent with the existing contract along with any supplements addendums, qualifications, restrictions, limitations, etc. and in accordance with the current custom and practices of the parties, all of which are incorporated by reference as if set forth in their entirety.

5) **Non-Emergency Transportation.** All non-emergency transportation of individuals incarcerated at the Lackawanna County Prison shall be provided and paid for by Lackawanna County consistent with the existing contract along with any supplements addendums, qualifications, restrictions, limitations, etc. and in accordance with the current custom and practices of the parties, all of which are incorporated by reference as if set forth in their entirety.

6) **Medical Clearance.** Medical staff shall clear all individuals to be incarcerated prior to formal booking into the facility. Those with pre-existing injuries or serious medical problems which cannot be treated adequately in a correctional setting will be diverted to an appropriate facility.

7) **Subcontractors.** Consistent with the goal of providing the highest quality of medical care in accordance with applicable laws and the currently existing agreement, it is agreed "Company" may, at its sole discretion, subcontract with appropriate medical specialties needed to provide the services required under this agreement.

8) **Effective date and Term of Agreement.** This Agreement shall commence on December 15, 2009, and shall extend for a period of three years, expiring on December 14, 2012, subject to the termination provisions contained in paragraph 9, infra.

9) **Termination.** This agreement may be terminated only as follows:

   a) Without cause upon prior written notice of 180 days by either party; or

   b) Upon default of a material provision of this agreement, if said default is not cured within thirty (30) days written notice of said default; or

   c) Immediately, if the annual appropriation by Lackawanna County is insufficient to fund this agreement. In such case, the agreement shall be considered null and void.

10) **Staffing.** "Company" agrees to staff the medical department of the Lackawanna County Prison with sufficient personnel to fulfill the requirements of this
agreement. The Warden of the Lackawanna County Prison shall conduct security clearances of all prospective employees, which can be withheld only for valid security reasons. Warden Donate has indicated that the present medical department staffing levels are what are currently needed to provide care. Therefore, these levels will be continued. However, as the situation changes, we will continually work with the correctional officers, prison administration, prison board, and county commissioners to maximize the efficiencies and minimize the costs of staffing the medical department.

11) **Additional Sources of Revenue.** "Company" will assist "County" in documenting and billing the appropriate jurisdictions for the cost of caring for individuals from those jurisdictions outside of the county incarcerated in Lackawanna County.

12) **Remuneration.**

   a) Direct Costs of Care - Passed thru to Lackawanna County at COST.

   b) General & Administrative Expenses - These costs are in addition to the Direct Costs of Care, and based on the current patient/inmate population and reporting requirements will not exceed $499,212.

   c) Compensation - $250,000 per year.

13) **Terms of Payment by County.** "County" shall pay "Company" for its services under this contract in 2 parts; "Costs & Expenses" & "Compensation".

   a) Since the annualized costs of providing care for the period January 1, 2008 thru December 31, 2008 was $1,996,846, "County" will pay. "Company" 1/12th of this amount or $166,404 beginning on January 1, 2010. "Company" will accumulate cost data on an ongoing basis along with all necessary supporting documentation. Beginning on or before January 31, 2010, "Company" will provide "County" with a monthly invoice which reconciles the difference between the amount paid to "Company", and the actual costs incurred by "Company" to provide this care. The difference will be added or subtracted from the $166,404 to arrive at the amount to be paid on the first of the following month. As an example, differences between amounts paid to "Company" & costs incurred by "Company" resulting from the January 31, 2010 reconciliation will be reflected in the March 1, 2010 payment. Differences resulting from the February 28, 2010 reconciliation will be reflected in the April 1, 2010 payment; and so on. This method will continue throughout the term of the contract. On a monthly / quarterly basis, "Company" will provide copies of the following documentation to "County":

   2) Medical-Inmates: Detailed listings of all payments with copies of invoices for all payments.
3) Pharmacy-Inmates: Copies of underlying invoices.
4) Insurances: Detailed listings of all payments along with a declarations page for each policy.
5) Payroll Taxes: Copies of all tax returns filed.
6) Dental Expenses-Inmates: Detailed listings of all payments along with invoices supporting each.
7) Form U/C-2 (Social Security numbers redacted).
8) Payment to vendors, with supporting invoices for direct costs of care.

b) A separate check will be paid to "Company" each month in the amount of $20,833.22 representing "Company's" compensation for that month. This will be paid to "Company" on the 1st of each month beginning December 1, 2009, and continuing each month for the term of the contract.

14) **Pharmaceutical Supplies.** "Company" will provide a central pharmacy for both prescription and non-prescription medications. Pharmaceutical services will comply with the appropriate regulatory requirements.

15) **Medical Waste.** "Company" shall provide appropriate disposal of any and all medical waste generated by "Company" in providing services under this agreement.

16) **Regulatory Compliance.** "Company" shall ensure that all persons furnished by "Company" to provide services under this agreement will have the appropriate qualification to do so. Copies of all licenses and certifications will be maintained by "Company" and will be available to "County" at all times. "Company" shall include in all employment and independent contractor agreements provisions requiring compliance with relevant civil rights, anti-discrimination, and sexual harassment statues.

17) **Exercise of Medical Autonomy.** Standard J-A-03 of Standards for Health Services in Jails endorses the key principle that clinical decisions are made for clinical purposes, by clinical staff and without interference, while recognizing that health staff are otherwise subject to the same security regulations. "Company" supports this position while also acknowledging the legitimate security concerns of the corrections staff and will do everything possible to achieve both.

18) **Accreditation.** "Company" agrees to pursue National Commission on Correctional Health Care (NCCHC) accreditation for the Lackawanna County prison in conjunction with "County"
19) **Quality Assurance and Peer Review.** Both Quality Assurance and Peer Review programs will be implemented in accordance with current NCCHC Standards for Jails.

20) **Medical Records.** "Company" shall maintain complete and accurate medical records for all incarcerated individuals who receive services under this agreement. Such records shall comply with all appropriate regulatory requirements including HIPPA.

21) **Insurance.** At all times during the term of this agreement, "Company" shall maintain professional liability insurance, including M care Fund surcharges, consistent with all statutory requirements. "Company" will require that all of its professional employees and subcontractors carry professional liability coverage in amounts consistent with statutory requirements. "Company" also agrees to maintain comprehensive general liability insurance covering its operation of the medical department of the Lackawanna County Prison. All bonding & insurance will be in amounts & terms approved by Lackawanna County.

22) **Indemnification.** "Company" agrees to indemnify and hold harmless "County", its officials, employees, and agents from and against any and all losses, claims, actions, damages, liability and expenses arising out of acts or omissions by "Company", its employees and subcontractors resulting from the performance of this contract. "County" agrees to indemnify and hold harmless "Company", its officers, employees, and subcontractors from and against any and all losses, claims, actions, damages, liability and expense arising out of acts or omissions, including any claims of negligence or violations of incarcerated individual's civil rights, by "County", its officials, employees, and agents which are not directly related to the delivery of services under this agreement. Should both medical and security issues be raised in a lawsuit, "Company" and "County" will proceed jointly with each addressing their respective areas.

23) **Status of Parties.** Nothing herein shall be deemed to create an employer/employee relationship between "County" and "Company", or between "County" and any employee or subcontractor of "Company". Both parties stipulate that "Company" is an independent contractor and not an agent, partner or entering into a joint venture with "County".

24) **Civil Rights.** "Company" agrees to comply with all applicable civil rights laws currently in effect, and include appropriate language stating this in all subcontracts entered into for the provision of services pursuant to this agreement.

25) **Third-Party Beneficiaries.** The parties do not enter into this agreement for the benefit of any person other than the parties to this agreement.
26) **Final Agreement of the Parties.** This writing, together with the referenced portions of the existing contract along with any supplements, addendums, qualifications, restrictions, limitations, etc. and in accordance with the current custom and practices of the parties, all of which are incorporated here by reference as of fully set forth in their entirety, shall constitute the final expression of the entire agreement between the parties. No modification of this agreement shall be binding upon either party hereto unless in writing and signed by both parties.

27) **Notices.** All notices required under the terms of this agreement shall be sent to the following individuals at the following addresses.

- Correctional Care, Inc.  
  4101 Birney Avenue  
  Moosic, Pa. 18507  
  Honorable Corey O'Brien  
  Honorable Michael Washo  
  Honorable AJ Munchak  
  200 Adams Avenue, 6th Floor  
  Scranton, Pa. 18503

28) **Right-To-Know.** "Company" will abide by the Pennsylvania Right-To-Know Act. "County" agrees to give "Company" immediate notice of any Right-To-Know request, immediate notice of any decision by any Administrative or Judicial body, and "Company" reserves the right to participate in any such proceeding.

29) **Governing Law.** The parties agree that the provisions of this agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

30) **Voluntary Agreement.** Both parties have read and understand this Agreement. Each party had an opportunity to consult with legal counsel of its choice. Should any provisions of this Agreement require judicial interpretation, it is agreed that the court interpreting or consulting the same shall not apply a presumption that the terms of any such provision shall be more strictly construed against one party or the other.
IN WITNESS WHEREOF, and intending to be legally bound hereby, the following have caused these presents to be executed by the Commissioners of Lackawanna County and the Officers of Correctional Care, Inc. on the day and year first written.

LACKAWANNA COUNTY

Attest

BY: Honorable Corey O'Brien

Date

12/18/09

BY: Honorable Michael Washo

BY: Honorable AJ Munchak

CORRECTIONAL CARE, INC.

Attest

BY: Edward J. Zaloga, D.O., C.P.A.
President & Chief Medical Officer

Date

12-14-09

BY: William S. Drazdowski, M.B.A.
Vice President of Finance
County of Lackawanna

Certified Copy

Resolution: 12-0196

File Number: 12-0196

Approving and Accepting the Addendum and Amendment for Comprehensive Health Services

BE IT RESOLVED, that the Board of Commissioners of Lackawanna County does hereby approve and accept the Addendum and Amendment to the Comprehensive Health Services Agreement with Correctional Care, Inc., to administer medical services to the Lackawanna County Prison.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on September 12, 2012.

COUNTY OF LACKAWANNA

JIM WANSACZ

COREY D. O'BRIEN

PATRICK M. O'MALLEY

ATTEST:

MARIA ELKINS
CHIEF OF STAFF

Approved as to form and legality:

DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR
File Number: 12-0196

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COUNTY OF LACKAWANNA

JIM WANSACZ

COREY D. O'BRIEN

ATTEST:

MARIO ELKINS
CHIEF OF STAFF

Approved as to form and legality:

DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR
ADDENDUM TO
COMPREHENSIVE HEALTH SERVICES AGREEMENT

THIS ADDENDUM to the Comprehensive Health Services Agreement (this "Agreement") is made this 13th day of September, 2012 (the "Effective Date of Addendum") between Correctional Care, Inc. (the "Company") and Lackawanna County, Pennsylvania. (the "County") (the Company and the County shall hereinafter be referred to collectively as the "Parties" or individually as a "Party"), to amend/supplement the Agreement between Company and County made as of December 15, 2009 (the "Agreement")

BACKGROUND

WHEREAS, since about December 15, 2009 the Parties performed in accordance with the Agreement and until June 23, 2011 where, for the very first time, the County refused payment relevant the Company's monthly accrual of "tail insurance" and since December 15, 2009 has not made payments relevant the monthly accrual, but instead has subtracted from the monthly reimbursement sums towards recovering amounts previously paid to the Company for "tail insurance";

WHEREAS, cash payment for "tail insurance" comes due on termination/expiration of the Agreement and the Agreement expires on its terms on December 14, 2012;

WHEREAS, a renewal of the Agreement would avoid the necessity of a cash payment relevant "tail insurance" and the Parties are in discussions relevant such renewal;

WHEREAS, the Parties have agreed to supplement the Agreement in writing and to provide assurances relevant the payment of "tail insurance", if necessary; and

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises of the Parties hereto as hereinafter set forth, the adequacy and receipt of which is hereby acknowledged, the Company and the County do hereby mutually agree to amend the Agreement as follows:

1. The Parties acknowledge and agree that:
   a. "Tail insurance" was/is/and will always be a legitimate and necessary cost of doing business under the Agreement;
   b. The County is liable for and shall pay those costs and expenses arising out of or relating to "tail insurance";
   c. The County shall indemnify and hold harmless the Company from and against any liability, cost or expense arising out of, or relating to "tail insurance";

* "tail insurance" shall herein refer to an Extended Reporting Period.
2. The following language is hereby added to Paragraph 21 of the Agreement:

_The County acknowledges that a policy of “tail insurance” was/is/and will always be necessary under this Agreement and that it is liable for all costs and expense relevant the same. Cash payment relevant “tail insurance” is due and owing from the County on termination/expiration of this Agreement for any reason whatsoever. The County further acknowledges that any failure to pay all those costs and expenses relevant “tail insurance” will result in harm and damage to the Company, including irreparable harm, and that injunctive relief is necessary and appropriate to compel the payment of any costs and expense of “tail insurance” should the County fail to timely do so. The County agrees that, in addition to the cost and expense relating to “tail insurance” it shall be liable for and pay over the Company any and all of the Company's costs and expense, including reasonable attorneys' fees, incurred by the Company in order to compel the County's payment of tail insurance. Since neither Company nor its principals have nor should be expected to provide payment for “tail insurance”, County hereby indemnifies Company, Dr. Zaloga, Company's officers, directors, agents and employees from any and all harm arising out of County's failure to timely provide payment for “tail insurance.”_

3. The Parties specifically reaffirm the provisions contained in Paragraph 13 of the Agreement relating to disclosure, oversight and review.

{INTENTIONALLY BLANK}

{SIGNATURE PAGE FOLLOWS}
IN WITNESS WHEREOF, and intending to be legally bound, the following have caused these presents to be executed by the Commissioners of Lackawanna County and the President of Correctional Care, Inc. on the day and year first written above:

THE COMPANY:

Correctional Care, Inc.

By: Edward J. Zaloga, D.O., C.P.A.
President & Chief Medical Officer

THE COUNTY:

Lackawanna County

By: Honorable James Wansacz

By: Honorable Corey O'Brien

By: Honorable Patrick O'Malley

Witness/Attest

[Signature]

Witness/Attest

[Signature]

Witness/Attest

[Signature]
AMENDMENT TO
COMPREHENSIVE HEALTH SERVICES AGREEMENT

THIS AMENDMENT to the Comprehensive Health Services Agreement (this "Amendment") is made to be effective as of September 12, 2012 (the "Effective Date of Amendment") between Correctional Care, Inc. (the "Company") and Lackawanna County, Pennsylvania, (the "County") (the Company and the County shall herein after be referred to collectively as the "Parties" or individually as a "Party").

BACKGROUND

WHEREAS, the County is legally responsible for providing medical care for inmates, detainees, and prisoners in the Custody of the Lackawanna County Prison which meets the constitutional standard under the Eighth Amendment to the United States Constitution; and

WHEREAS, the Company and the County entered into an agreement as of December 15, 2009 pursuant to which the Company provides comprehensive health care services described above (the "Agreement");

WHEREAS, the Agreement was previously amended by way of an addendum dated 9/12/12 (the "Addendum") in order to resolve certain issues relevant "tail insurance";

WHEREAS, the Parties have agreed to amend the Agreement, as amended, in writing such that the same is renewed and extended for a five (5) year term; and

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises of the Parties hereto as hereinafter set forth, the adequacy and receipt of which is hereby acknowledged, the Company and County do hereby mutually agree to amend the Agreement as follows:

A. The Parties agree that the Agreement, as amended, is hereby renewed and extended for a period of Five (5) years beginning 12/15/12 and ending 12/14/17.

B. The Parties specifically reaffirm the provisions contained in Paragraph 13 of the Agreement relating to disclosure, oversight and review and acknowledge that as part of the foregoing, the County may provide the Company with suggestions respecting alternative suppliers/providers of goods and services.
IN WITNESS WHEREOF, and intending to be legally bound, the following have caused these presents to be executed by the Commissioners of Lackawanna County and the President of Correctional Care, Inc. on the day and year first written above:

THE COMPANY:

Witness/Attest

Edward J. Zaloga, B.O., C.P.A.
President & Chief Medical Officer

THE COUNTY:

Witness/Attest

By: Honorable James Wansacz
By: Honorable Corey O'Brien
By: Honorable Patrick O'Malley
List of Medical Equipment belonging to current medical provider:

<table>
<thead>
<tr>
<th>Room</th>
<th>Equipment and Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waiting Room</td>
<td>8 tall beige metal filing cabinets, 3 wheelchairs, 1 rolling yellow stretcher, 1 Reeves stretcher, old copier.</td>
</tr>
<tr>
<td>Med Room</td>
<td>5 tall beige metal filing cabinets, time stamp machine, small black refrigerator, radio, all medical supplies, all office supplies, all reference books/materials, white board.</td>
</tr>
<tr>
<td>Dental Room</td>
<td>All dental equipment (ie: chair, swing arm &amp; light, x-ray machine, x-ray developer, x-ray reader, autoclave, suction pump beneath cabinet), 4 tall beige metal filing cabinets.</td>
</tr>
<tr>
<td>Common Area</td>
<td>Older copier, balance scale, small white refrigerator, time clock, coffee pot, toaster, Keurig, microwave oven, A.E.D., emergency bag &amp; contents.</td>
</tr>
<tr>
<td>Admin. Office</td>
<td>1 tall beige metal filing cabinet, A.E.D. trainer, all reference books/manuals, all office &amp; medical supplies.</td>
</tr>
<tr>
<td>Storage Room</td>
<td>5 tall beige metal filing cabinets, all supplies/gloves/crutches/walkers/sharps containers, etc.</td>
</tr>
<tr>
<td>Exam Room 3</td>
<td>Goose neck lamp, wall mounted B.P. cuff, all medical supplies in cabinets (cabinets belong to county), all equipment (ie: portable B.P. cuffs, pulse-ox machines, stethoscopes, etc).</td>
</tr>
<tr>
<td>Secretary's Office</td>
<td>Shredder, all medical &amp; office supplies, (new copier belongs to county).</td>
</tr>
<tr>
<td>Exam Room 1</td>
<td>3 tall beige metal filing, all medical &amp; office supplies, all medical equipment (ie: suction machine, nebulizer machine, etc.).</td>
</tr>
</tbody>
</table>