

**AGREEMENT BETWEEN THE STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS AND CENTURION OF MISSISSIPPI, LLC
FOR ONSITE INMATE HEALTH SERVICES**

THIS AGREEMENT (this "Agreement") is entered into as of the 1st day of July, 2016, by and between the State of Mississippi Department of Corrections (generally referred to as the "State" or the "MDOC") and Centurion of Mississippi, LLC ("Centurion"). The MDOC and Centurion are sometimes referred to herein collectively as the "Parties".

WITNESSETH:

Whereas, the MDOC is responsible for the care and security of inmates in its custody, whether incarcerated in MDOC correctional facilities, county regional facilities, or privately operated prisons; and

Whereas, MDOC issued RFP NO.16-009, dated December 11, 2015, as amended (the "RFP") and Centurion submitted a response to the RFP. Centurion's RFP response was evaluated to be the most advantageous to MDOC. MDOC now enters into this Agreement with Centurion pursuant to the RFP.

Whereas, the MDOC desires to engage Centurion to provide or to arrange for the provision of medical, dental, pharmacy and mental health care services for inmates in its custody at the following Facilities on the terms as provided in this Agreement: Mississippi State Penitentiary ("MSP") at Parchman, Mississippi; Central Mississippi Correctional Facility ("CMCF") and Youthful Offender Unit ("YOU") at Rankin County Mississippi; South Mississippi Correctional Institution ("SMCI") at Leakesville, Mississippi; East Mississippi Correctional Facility ("EMCF") at Meridian; Wilkinson County Correctional Facility ("WCCF") at Woodville; Walnut Grove Correctional Facility ("WGCF") at Walnut Grove; Marshall County Correctional Facility ("MCCF") at Holly Springs, (known as the 'Facilities'). Centurion has responsibilities as provided in this Agreement at the fifteen County Regional Sites; seventeen Community Work Centers; and for minimum security inmates residing at the three male Restitution centers and the Governor's Mansion (known collectively as the "Satellite Facilities" and individually as a "Satellite Facility").

Whereas, the MDOC and Centurion desire to set forth their understandings and agreements regarding inmate healthcare services as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I -- AGREEMENT DOCUMENTS

- 1.1 Governing Documents. This Agreement and its exhibits, labeled Exhibits A through E, are the sole governing documents.

ARTICLE II -- HEALTHCARE AND RELATED SERVICES

2.1 General Engagement. The MDOC hereby engages Centurion to provide for the delivery of necessary onsite medical, pharmaceutical, mental health and dental care to individuals under the custody and control of the MDOC and sentenced to and incarcerated at the Facilities and Satellite Facilities ("Inmates"). Centurion will provide such services consistent with applicable American Correctional Association ("ACA") standards, National Commission on Correctional Health Care ("NCCHC") standards, constitutional, federal, state, and local laws, court orders, consent decrees, local regulations and MDOC policies and procedures governing health care service delivery. If there is a difference between the above standards and/or laws, then the higher standard will be followed. It is understood that the MDOC shall be financially responsible for off-site medical services and all specialty service on and off-site, unless otherwise specified in Section 2.10 below, for the inmates at the Facilities and Satellite Facilities. This will incorporate responsibility for Utilization Management, claims adjudication and payment and provider network contracting.

2.2 Administrative Services. Centurion shall implement administrative components and operational policies and procedures necessary for compliance with Agreement specifications. The MDOC reserves the right to review and approve policies and procedures of Centurion in any areas affecting performance under the Agreement. Centurion will design and implement a process to report to the MDOC Chief Medical Officer or designee problems and/or unusual incidents in the performance of this Agreement, including but not limited to medical, security-related and personnel issues that might adversely impact the delivery of health care services. Centurion personnel shall abide by and comply with all MDOC policies and procedures.

2.2.1 Therapeutic guidelines and protocols shall be updated by Centurion annually and reviewed by the MDOC Chief Medical Officer.

2.2.2 The Centurion onsite Medical Director will apprise the superintendent/warden or designee of all relevant information regarding inmate participation in Centurion-related programs, as well as management and security implications of specific health care situations.

2.2.3 Centurion will provide MDOC with the most current copy of Centurion's policy and procedure manual for approval, signature, and distribution to appropriate MDOC staff. Inmates will have access to health care policies and procedures based on MDOC policy. Centurion will also provide MDOC with medical and mental health protocols, dental protocols and nursing protocols.

2.3 Personnel. The base compensation as described in Section 7.2 of this Agreement reflects the system-wide complement of staff as set forth in this Agreement Exhibit A. This staffing includes the number of full-time equivalents, and the distribution of staff among Facilities and Satellite Facilities.

2.3.1 Full-time equivalent ("FTE") positions are defined to mean positions in which the employee or contractor is providing forty (40) hours of service per week. The forty (40) hours shall include designated break periods and mid-shift meal periods. These hours may be accomplished utilizing full-time, part-time, PRN employees and