Docket #0096 Date Filed: 7/31/2023

United States Courts
Southern District of Texas
FILED

JUL 31 2023

Nathan Ochsner, Clerk of Court

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In Re: Tehum Care Services, Inc Debtor.	Case No: 23-90086 (CML) CHAPTER 11
Anant Kumar Tripati Plaintiff, vs. Sarah Tirschwell, et al., Defendant.	Adv. Pro. No. 23-03072 (CML)

MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through counsel.

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Plaintiff moves this court for leave to file the Second Amended Complaint and as grounds therein submits:

RELIEF REQUESTED

¶ I ask that I be granted through August 31, 2023 to file my response.

THE ATTEMPT TO MEET AND CONFER

¶ Before I filed this adversary complaint, I contacted counsel by letter, and asked them to meet and confer, telephonically. I gave them the contact address for the call. . They failed to confer, thereby forcing me to file this complaint.

THE LAW

¶ The amended complaint is consistent with the original complaint and relates back to the original complaint ECF 1 and ECF 4, that cures any defects alleged by Defendants. Scarborough v Purser, (In re Scarborough) 836 F.3d 447 (3rd Cir. 2016)

AS ARTICLE I COURTS, BANKRUPTCY COURTS DO NOT HAVE THE ARTICLE III SCREENING AUTHORITY CONFERRED BY 28 USC 1915A

¶ Bankruptcy courts are article I courts, created by Article 1, sec. 8 Clause 4 and the statute that governs it is 28 USC 1930. As stated in Satterfield v Malloy, (In re Satterfield) 2009 US App. Lexis. 13601(10th Cir. 2009) bankruptcy Courts are not courts of the United States. 28 USC 1930 does not have any screening provisions.

¶ 28 USC 1915 applies to Article III Courts and Article III Courts issued the following orders, after screening the spoliation claims:

- "In light of the suggestion of bankruptcy filed by Appellee Corizon Inc....no action will be taken on Appellant's motion" (Order by Third Circuit in Tripati v Wexford No. 22-1861, Marc 13, 2003. Referring to pleading titled FRAP 41(d)(1) application.)

- "This Court has reviewed the notice of appeal and accompanying documents....Appeal No. 21-15902 will be permitted to proceed." (Order by Judges Tashima, Frielaend and Bade of the Ninth Circuit on March 17, 2022)

AMENDED COMPLAINTS DO NOT HAVE TO BE SERVED ON THOSE WHO HAVE NOT ENTERED APPEARANCE OR ARE IN DEFAULT

¶ When An amended complaint is filed, it does not have to be served on those who have not entered appearance *Dominic v Hess Oil VI, 841 F 2d 513 (3rd Cir. 1988)*, or those in default. *Baldwin v Taishang Gypsum Co Ltd. (In re Chinese Manufactured Drywall Litig.) 748 F.3d 756 (5th Cir. 2014)*

¶ As such I have not served these on those who are in default and who have not entered appearance.

REASONS FOR THIS AMENDMENT

FIRST REASON:

¶ Defendants have argued that the court lacks jurisdiction. I have set forth clearly the "cooperation agreements" that show this court has jurisdiction. (para 61-74)

THE CONDUCT OF DEFENDANTS IS INEXTRICABLY ENTWINED THEREBY CONFERRING JURISDICTION

- Appendix A, B, C and D show that the conduct of Defendants are inextricably entwined with the conduct of the Debtor Fire Eagle LLC v Bischoff, 710 F.3d 299 (5th Cir. 2003). They use the same modus operandi. These claims affect distribution of the

Debtor's assets. Howell Hydrocarbons v Adams, 897 F2d 183 (5th Cir. 1990) Because of their identity of interests, the cooperation agreements that they have entered into, and as these Defendants are alter egos of each other, they are named as parties. These Defendants were parties, to the spoliation claims in the District and Circuit Courts. Without their joinder, I cannot get complete relief, because, as the Debtor has filed for this bankruptcy, the Circuit Court and District courts have, as required by law, declined to hear my spoliation claims.

COOPERATION AGREEMENT BY WEXFORD CONFERS JURISDICTION

- January 30, 2013 Mark Hale, the CEO of Wexford signed a contract in Pittsburgh, agreeing to cooperate with Corizon Health. This contract was scanned and signed on the same date by Denel Pickering for the ADCRR in Phoenix. Weber Gallagher, Jones Skelton, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY CORIZON CONFERS JURISDICTION

- Steve Rector CEO of Corizon on July 20, 2018 signed an agreement to cooperate with Centurion in Brentwood, Tennessee and it was scanned and signed on the same date by Ken Sanchez in Phoenix for ADCRR. Struck, Renaud Drury, Quintairios Prieto and Gottfried were involved.

COOPERATION AGREEMENT BY CENTURION CONFERS JURISDICTION

- Steven H Wheeler, CEO of Centurion from Vienna, Virginia on May 25, 2019 signed a cooperation agreement agreeing to cooperate with Corizon. The document was cosigned in Arizona by Kenneth P. Sanchez, for ADCRR. Broening Oberg, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY NAPHCARE CONFERS JURISDICTION

- Bradford McLane CEO Naphcare on May 24, 2022 signed in Alabama a document agreeing to cooperate with Centurion and on the same date it was scanned and signed by Kenneth P. Sanchez, ADCRR in Phoenix.

THIS COURT HAS RELATED TO JURISDICTION

- "To (the)extent caveat expressed by US Supreme Court in Arbaugh to general rule that courts should avoid merits analysis in determining jurisdiction applied, (the) court concluded that debtor's officers contractual indemnity claim passed muster, and district court properly concluded that it had "related to" jurisdiction.....claim against debtor was not immaterial and made solely for obtaining jurisdiction or wholly insubstantial or frivolous" Collins v Sidharthan, (In re KSRP Ltd) 809 F3d 363 (5th Cir. 2015)(text omitted modified added for emphasis)

SECOND REASON

¶ Defendants have argued Rules 8 and 9 (ECF 25,27,28,30,32,33,34,39,43,45,46,47,85,86)

¶ I have taken the acts from ECF 4 and set them together, so this argument is defeated. (para 128 through 247)

- The Instrumentality and operative facts setting forth dates, emails used (para 128-140)
- Acts Committed By Quintairos Prieto Wood & Boyer; Nichole Rowey; Joseph Scott Conlon; Renaud Cook Drury Mesaros Pa Setting Forth Dates, Emails Used (Para 141-143)
- Acts Committed By Ulibarri, Erwin, Bohuszewicz Setting Forth Dates, Emails Used (Para 144)

- Acts Committed By Centurion Of Arizona; Sarah L Barnes; Broening Oberg Woods & Wilson Pc; Michael E. Gottfried Setting Forth Dates, Emails Used (Para 145-146)
- Acts Committed By Struck, Gottfried, Corizon, Wexford, Centurion Setting Forth Dates, Emails Used (Para 149-154)
- Acts Committed By Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby Llp; Jones Skelton Hochuli Setting Forth Dates, Emails Used Para 155-160)
- Acts Committed By Kelley Morrissey, Daryl Johnson With Dates And Faxes Used (Para 161-164)

THIRD REASON:

LITIGANT CHICANERY BY DEFENDANTS SUPPORTING JUDICIAL ESTOPPEL

¶ I have set forth in para 80-83 the litigation chicanery by defendants.

- During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. Appendix A, B, C and D show their business model is inextricably intertwined. When one leaves, the other steps in.

- In CIV 18-0066RM Corizon Quintairos Prieto Wood & Boyer; Nichole Rowey; aggressively during the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. CR 186, 187, 188, 191, 195, 200, 205, 208, 209, 210, 212, 217, 220, 234, 236, 237, 238, 240, 241,

242, 245, 246, 248, 249, 250, 251, 255, 256, 257, 314, 318, 337, 352, 363, 383, 392, 414, 421, 425, 427, 434

- In CIV 13-0615 TUC DCB Corizon through Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

- In CIV 13-0140 TUC DCB Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

FOURTH REASON

¶ I have added claims for declaratory relief against the Liability Insurers, bad faith settlement and underwriting practices. (Para 264-287; 333-344)

DEFENDANTS ADDED AND CAPTION CORRECTED

¶ I have added the following Defendants and corrected the names of Defendants.

¶ Ankura Consulting Group , 7700 E Arapahoe Rd # 220 Centennial CO 80112-1268

¶ Lone Star Alliance Inc; liability insurer for Corizon, 901 S moPac Expwy Plaza V # 500, Austin Tx 78746

¶ Fidelity and Deposit Company Maryland performance bond for Wexford 600 Red Brook Blvd Owing Mills MD 21117-5153

¶ Powers Leavitt Insurance Agency Inc; agent 111 E Monroe Ave # 200 Buckeye AZ 85326

¶ Liability Mutual Insurance Company; Liability insurer for Corizon/Centurion.

¶ Berkley Insurance Company Amanda Garcia 330 N Btand Blvd # 700 Glendale CA 91203

¶ Capital Indemnity Corp; issued bond for Naphcare. Melissa Dekoven 2710 Gateway Oaks Drive # 150N Sacramento, Ca 95833-3505

¶ Ironshore Insurance Company; 725 S Figueroa #3375 Los Angeles, CA 90017

¶ Great American Insurance Company; 301 E 4th St Cincinnati OH 45202

¶ The Travelers Insurance Co; 485 Lexington Ave # 2220 new York NY 10017

CONCLUSION

¶ based on the foregoing reasons I ask that leave to amend be granted.

Anant Kumar Tripati

Copies eserved on counsel

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In Re: Tehum Care Services, Inc., Debtor.	No: 23-90086 CML Chapter 11
Anant Kumar Tripati, Plaintiff, Vs	NO: A 23-03072 (CML)

Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation; Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli ; Tehum Health Services, Inc. fka Corizon Health address. Quintairos Prieto Wood & Boyer ;Nichole Rowey ;Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA ; Ankura Consulting Group, Inc ;Kelly Joan Morrissey ;Diane Bohuszewicz; Betty Ulibarri,; Centurion Of Arizona ;Sarah L Barnes ;Broening Oberg Woods & Wilson PC ; Naphcare Inc; Michael E. Gottfried ; Daniel P. Struck ;Struck Love Bojanowski & Acedo PLC ;Paul Carter ;Daryl Johnson Julia Erwin ;Lori Metcalf ; Evanston Insurance Company; Lexington Insurance Company ;Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ;Lone Star Alliance Inc; Fidelity and Deposit Company Maryland; Powers Leavitt Insurance Agency Inc; Liability Mutual Insurance Company; Berkley Insurance Company; Capital Indemnity Corp; Ironshore Insurance Company; Great American Insurance Company; The Travelers Insurance Co; Liability Insurers For Weber Gallagher unknown at this time.; Liability Insurers Jones Skelton unknown at this time.;Liability Insurers Renaud Cook Drury unknown at this time.;Liability Insurers Quintairios Prieto unknown at this time;.Liability Insurers Broening Oberg unknown at this time.;Liability Insurers Struck Wienke unknown at this time; Liability Insurers Gottfried Morrissey Carter unknown at this time

Defendants.

Anant Kumar Tripati hereinafter "Tripati") files this adversary complaint and declares under the penalty of perjury that these facts are true and correct, and if called in to testify, he shall and will do so:

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THE ATTEMPT TO MEET AND CONFER

1. Before I filed this adversary complaint, I contacted counsel by letter, and asked them to meet and confer, telephonically. I gave them the contact address for the call. . They failed to confer, thereby forcing me to file this complaint. I also gave them the summary of the proposed amendment. I contacted them because Appendix A through D show that Defendants have "same or similar" business models, and shuttle "back and forth." These documents also show, that because of the policies and practices, of Liability Insurers and performance bond issuers, these Defendants are able to do what they did.

AS ARTICLE I COURTS, BANKRUPTCY COURTS DO NOT HAVE THE ARTICLE III SCREENING AUTHORITY CONFERRED BY 28 USC 1915A

2. Bankruptcy courts are article I courts, created by Article 1, sec. 8 Clause 4 and the statute that governs it is 28 USC 1930. As stated in Satterfield v Malloy, (In re Satterfield) 2009 US App. Lexis. 13601(10th Cir. 2009) bankruptcy Courts are not courts of the United States. 28 USC 1930 does not have any screening provisions.
3. 28 USC 1915 applies to Article III Courts and Article III Courts issued the following orders, after screening the spoliation claims:

   - "In light of the suggestion of bankruptcy filed by Appellee Corizon Inc....no action will be taken on Appellant's motion" (Order by Third Circuit in Tripati v Wexford No. 22-1861, Marc 13, 2003. Referring to pleading titled FRAP 41(d)(1) application.)
   - "This Court has reviewed the notice of appeal and accompanying documents....Appeal No. 21-15902 will be permitted to proceed." (Order by Judges Tashima, Frielaend and Bade of the Ninth Circuit on March 17, 2022)

THE DEFENDANTS WHO ARE ALTER EGOS OF EACH OTHER, WITH IDENTITY OF INTERESTS, WITH AGREEMENTS TO COOPERATE WITH DEBTOR, AND HENCE INDISPENSABLE PARTIES

4. Sara Tirschwell; 205 Powell Place # 104 , Brentwood, TN 37027

5. Valitas Intermediate Holdings Incorporated, a Delaware Corporation; 205 Powell Place, # 104 , Brentwood, TN 37027
6. M2 HoldCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
7. M2 LoanCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
8. M2 EquityCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
9. Becken Petty O'Keefe, a Delaware Corporation 131 South Dearborn St # 2800, Chicago, IL 60603
10. Wexford Health Sources, Inc; provider 501 Holiday Drive, Pittsburgh, PA 15220 sued individually and officially
11. Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 attorney for Wexford sued individually and officially
12. Jones Skelton Hochuli Attorney 40 N Central # 2700 , Phoenix, AZ 85004 sued individually and officially
13. Corizon Inc Provider 205 Powell # 104, Brentwood, TN 37027
14. Centurion Of Arizona 1850 E Rio Salado Way, # 209, Tempe, AZ 85284
15. Ankura Consulting Group , 7700 E Arapahoe Rd # 220 Centennial CO 80112-1268
16. Sarah L Barnes Attorney 2800 N Central Phoenix AZ 85004 sued individually and officially
17. Broening Oberg Woods & Wilson PC Attorney 2800 N Central Phoenix AZ 85004 sued individually and officially
18. Quintairos Prieto Wood & Boyer PA Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially

THERE IS NO ATTORNEY CLIENT PRIVILEGE AS TO THE SUBJECT MATTER OF THIS LITIGATION BY PROPER DEFENDANTS THOUGH THEY HAPPPEN TO BE LAWYERS

19. Quintairos Prieto Wood & Boyer; Nichole Rowey ;Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA ; Struck, Law Firm and Arizona defendants are proceeding pro per. A pro per litigant has no client. As such, any communication between them, Arizona Defendants and Corizon are not privileged.1
20. Nichole Rowey Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially
21. Joseph Scott Conlon Attorney 1 N Central # 900 Phoenix AZ 85004 sued individually and officially
22. Renaud Cook Drury Mesaros PA Attorney 1N Central # 900 Phoenix AZ 85004 sued individually and officially
23. Kelly Joan Morrissey Attorney 2005 N Central, Phoenix, AZ 85004 sued individually and officially
24. Diane Bohuszewicz,; SHINNEMPLOYEE 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
25. Betty Ulibarri Paralegal 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
26. Michael E. Gottfried Attorney 2005 N Central, Phoenix, AZ 85004 sued individually and officially

---

[1] Defendants have failed to disclose that the Debtor owes them money, they are a creditor, and they also represent the Debtor's interests.

27. Daniel P. Struck Attorney 3100 W Ray Rd # 300 Chandler, AZ 85226 sued individually and officially
28. Struck Love Bojanowski & Acedo PLC Attorney 3100 W Ray Rd # 300 Chandler, AZ 85226
29. Paul Carter Attorney 416 W Congress # 20 Tucson, AZ 85701 sued individually and officially
30. Daryl Johnson 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
31. Julia Erwin 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
32. Lori Metcalf Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially
33. Evanston Insurance Company, 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford.
34. Lexington Insurance Company 99 High Street, Floor 24, Boston MA 02110-2378 is liability Insurer for Corizon
35. Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company is liability Insurer for Centurion/Corizon
36. American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 is liability Insurer for Centurion/Corizon
37. Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 is liability Insurer for Centurion/Corizon
38. Scottsdale Insurance Company 8877 N Gainey Center dr. Scottsdale, AZ 85258 is liability Insurer for Centurion/Corizon
39. Coverys Specialty Insurance Company 1 Financial Center 13th Floor, Boston MA 02111 is liability Insurer for Centurion/Corizon

40. Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 is liability Insurer for Ulibarri.

41. Lone Star Alliance Inc; liability insurer for Corizon, 901 S moPac Expwy Plaza V # 500, Austin Tx 78746

42. Fidelity and Deposit Company Maryland performance bond for Wexford 600 Red Brook Blvd Owing Mills MD 21117-5153

43. Powers Leavitt Insurance Agency Inc; agent 111 E Monroe Ave # 200 Buckeye AZ 85326

44. Liability Mutual Insurance Company; Liability insurer for Corizon/Centurion.

45. Berkley Insurance Company Amanda Garcia 330 N Btand Blvd # 700 Glendale CA 91203

46. Capital Indemnity Corp; issued bond for Naphcare. Melissa Dekoven 2710 Gateway Oaks Drive # 150N Sacramento, Ca 95833-3505

47. Ironshore Insurance Company; 725 S Figueroa #3375 Los Angeles, CA 90017

48. Great American Insurance Company; 301 E 4th St Cincinnati OH 45202

49. The Travelers Insurance Co; 485 lexington Ave # 2220 new York NY 10017

50. Liability Insurers for Weber Gallagher unknown at this time.

51. Liability Insurers Jones Skelton unknown at this time.

52. Liability Insurers Renaud Cook Drury unknown at this time.

53. Liability Insurers Quintieri's Prieto unknown at this time.

54. Liability Insurers Broening Oberg unknown at this time.

55. Liability Insurers Struck Love unknown at this time.

56. Liability Insurers Gottfried Morrissey Carter unknown at this time.

THE ENTERPRISE IS SEPARATE AND DISTINCT FROM THE DEFENDANTS

57. During all times the enterprise Correctional Health, is made by the association in fact of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

JURISDICTION

58. As this is a core proceeding within the meaning of 28 USC §157(b), 28 USC § 1334 confers jurisdiction. 18 USC § 1964(a) (c), 28 USC § 1332, 28 USC§ 1337, ARS §13-2314.04.A also confer jurisdiction.

59. I am a British Citizen born in Fiji and Defendants of Arizona, Tennessee, Pennsylvania, Missouri, and Texas. The amount in controversy, exclusive of interest and costs, exceeds $250,000.

60. The Supreme Court has held when documents have been destroyed, the Plaintiff has been deemed to have established personal jurisdiction. Ins. Corp. v. Compagnie des Bauxites, 456 U.S. 694 (1982) (affirming order that imposed sanction of deeming personal jurisdiction established)

THE CONDUCT OF DEFENDANTS IS INEXTRICABLY ENTWINED THEREBY CONFERRING JURISDICTION

61. Appendix A, B, C and D show that the conduct of Defendants are inextricably entwined with the conduct of the Debtor Fire Eagle LLC v Bischoff, 710 F.3d 299 (5th Cir. 2003). They use the same modus operandi. These claims affect distribution of the Debtor's assets.

Howell Hydrocarbons v Adams, 897 F2d 183 (5th Cir. 1990) Because of their identity of interests, the cooperation agreements that they have entered into, and as these Defendants are alter egos of each other, they are named as parties. These Defendants were parties, to the spoliation claims in the District and Circuit Courts. Without their joinder, I cannot get complete relief, because, as the Debtor has filed for this bankruptcy, the Circuit Court and District courts have, as required by law, declined to hear my spoliation claims.

COOPERATION AGREEMENT BY WEXFORD CONFERS JURISDICTION

62. January 30, 2013 Mark Hale, the CEO of Wexford signed a contract in Pittsburgh, agreeing to cooperate with Corizon Health. This contract was scanned and signed on the same date by Denel Pickering for the ADCRR in Phoenix. Weber Gallagher, Jones Skelton, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY CORIZON CONFERS JURISDICTION

63. Steve Rector CEO of Corizon on July 20, 2018 signed an agreement to cooperate with Centurion in Brentwood, Tennessee and it was scanned and signed on the same date by Ken Sanchez in Phoenix for ADCRR. Struck, Renaud Drury, Quintairios Prieto and Gottfried were involved.

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64. Steven H Wheeler, CEO of Centurion from Vienna, Virginia on May 25, 2019 signed a cooperation agreement agreeing to cooperate with Corizon. The document was cosigned in Arizona by Kenneth P. Sanchez, for ADCRR. Broening Oberg, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY NAPHCARE CONFERS JURISDICTION

65. Bradford McLane CEO Naphcare on May 24, 2022 signed in Alabama a document agreeing to cooperate with Centurion and on the same date it was scanned and signed by Kenneth P. Sanchez, ADCRR in Phoenix.

THIS COURT HAS RELATED TO JURISDICTION

66. "To (the)extent caveat expressed by US Supreme Court in Arbaugh to general rule that courts should avoid merits analysis in determining jurisdiction applied, (the) court concluded that debtor's officers contractual indemnity claim passed muster, and district court properly concluded that it had "related to" jurisdiction.....claim against debtor was not immaterial and made solely for obtaining jurisdiction or wholly insubstantial or frivolous" Collins v Sidharthan, (In re KSRP Ltd) 809 F3d 363 (5th Cir. 2015)(text omitted modified added for emphasis)

VENUE IS PROPER AS THE DEBTOR CHOSE THIS FORUM

67. I did not choose this forum. By filing protection under Chapter 11, Defendants, waived jurisdiction of this court to grant me relief on my claims as they are alter egos of each other, have acted in concert with each other, have abused their corporate form, used the corporate structure as a mere instrumentality for fraud and wrongs against me, as set forth in this complaint, in Arizona, in this court and other venues.

68. After Corizon notified the Third Circuit of this Bankruptcy, that court in Case 22-1861 on April 13, 2023 abstained as to all Defendants, because the claims in that case, were about spoliation by all Defendants, and the Third Circuit, District Court, Defendants, failed to address the spoliation.

69. In the District of Arizona, after Defendants filed a notice of this bankruptcy, the District Court, as mandated by law, abstained from ruling on the spoliation as to all Defendants for the reasons above. CIV 18-0066RM.

70. After Defendants notified the Ninth Circuit in 21-15902 of these Bankruptcy proceedings, the Ninth Circuit has not ruled on the matter, it appears, the court has abstained.

71. After I became apprised of this Bankruptcy, I notified the District Court in Arizona in CV 22-0243 JJT JFM of these proceedings.

72. As such, these spoliation claims, accrued when Defendants notified the courts, and prevented them from deciding the claims, as mandated by law.

73. These Defendants have by operation of the federal bankruptcy laws, in effect, transferred the spoliation claims, to this court, against all Defendants. Defendants, and each of them, acting in bad faith, adopted outside the adversarial process the policy to conceal and falsify evidence in prisoner cases, as set forth in this complaint. They concealed and also provided false information as to the electronic evidence that they had in their possession. Defendants failed to perform their duty to disclose the evidence that they had in their possession. They failed to exercise reasonable care to prevent harm to me during litigation against them. They knew or had reason to know that their misconduct would defeat my claims.

74. As a consequence of the scheme I was unable to have the Third Circuit, Ninth Circuit, and District of Arizona, Arizona State courts, review my spoliation claims against Defendants, their agents, employees and subordinates. The attorney and the law firm Defendants devised and implemented a scheme and or policy outside the adversarial process, to engage in spoliation of evidence in prisoner cases, which could not be reviewed, because of the bankruptcy filing. As I was a witness in my cases, due to the retaliation against a witness, I

was prevented from presenting that evidence, in official proceedings under federal law, in state and federal courts. The liability insurers by making policy exceptions in prisoner cases, allowed Defendants to engage in the misconduct.

AS DEFENDANTS AND THE DEBTOR ARE TRUSTED BY EACH OTHER, HAVE THE SAME MODE OF OPERATION, HUSKY INTERNATIONAL ELECTRONICS, INC. V. RITZ, AUTHORIZES RELIEF

75. In Husky International Electronics, Inc. v. Ritz, 136 S. Ct. 1581 (2016) the Supreme Court held that actual fraud does not require a misrepresentation to the creditor. The Court thereby created the option of recovery for creditors under Section 523(a)(2)(A) even where they had not been directly lied to, as long as the debtor still implemented actual fraud in relation to its debt.

76. The Supreme Court opened the door to creditor recovery under Section 523(a) (2) (A) in situations where a debtor might be innocent but vulnerable, such as prisoners and Tripati. This overly wide net is a result of "badges of fraud," a set of objective factors courts and state legislatures have used to evaluate fraud in bankruptcy. See, e.g., TEX. BUS. & COM. CODE ANN. § 24.005 (West 1987) (integrating badges of fraud into its exception to discharge statute).

THE DOCTRINE OF JUDICIAL ESTOPPEL BARS THIS BANKRUPTCY PROCEEDINGS

77. The amicus in the Chapter 11 states correctly.

"The Debtor, previously operating as Corizon Health, Inc, now seeks to abuse Texas corporate law and the U.S. bankruptcy system to avoid liability for over a decade of wrongdoing." "These concerns are further magnified in light Corizon's

unprecedented use of Texas divisional merger to shield its assets and execution of a potentially collusive funding agreement"

78. El-Amin through counsel states

"The Debtor went so far as to suggest at the June 13, 2013 status hearing the Debtor should be the sole gatekeeper in determining who can and should be allowed to participate...(and not this Court) (ECF 718 @ 8) because this Bankruptcy is "a fraudulent transaction" (pp 9)

79. The equitable doctrine of judicial estoppel has long been applied by U.S. Courts seeking to prevent litigants from playing "fast and loose" in litigation. New Hampshire v. Maine, 532 U.S. 742, 749–50 (2001) (collecting circuit decisions). Somewhat unique among the equitable estoppel doctrines, the central purpose of judicial estoppel is to protect the integrity of the legal system itself. In re Coastal Plains, Inc., 179 F.3d 197, 205 (5th Cir. 1999) (characterizing judicial estoppel as protecting "the judicial system, rather than the litigants"). Stated simply, the doctrine of judicial estoppel bars a litigant from proceeding with a defense which is at odds with a position asserted by the litigant in a prior legal proceeding. While jurists and scholars have identified numerous objectives of the doctrine, at its core, the doctrine is about guarding against litigant chicanery.

LITIGANT CHICANERY BY DEFENDANTS SUPPORTING JUDICIAL ESTOPPEL

80. During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. Appendix A, B, C and D show their business model is inextricably intertwined. When one leaves, the other steps in.

81. In CIV 18-0066RM Corizon Quintairos Prieto Wood & Boyer; Nichole Rowey; aggressively during the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. CR 186, 187, 188, 191, 195, 200, 205, 208, 209, 210, 212, 217, 220, 234, 236, 237, 238, 240, 241, 242, 245, 246, 248, 249, 250, 251, 255, 256, 257, 314, 318, 337, 352, 363, 383, 392, 414, 421, 425, 427, 434

82. In CIV 13-0615 TUC DCB Corizon through Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

83. In CIV 13-0140 TUC DCB Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

SPOLIATION IS NOT THE SAME AS COLLATERAL ATTACK ON THE JUDGMENT

84. The United States Supreme Court has stated when a litigant prevails in a spoliation claim, the prior judgment still stands. Both judgments stand.

THE DATE, TIMES WHEN DEFENDANTS SENT ULIBARRI TO REMOVE AND DELIVER TO THEM EVIDENCE ADVERSE TO THEM AND ULIBARRI TRIED IT AGAIN IN 2023

85. Ulibarri is a private contract paralegal. Struck and the Arizona Attorney General's Office have Ulibarri, under the guise of helping inmates, take evidence and documents from inmates that are evidence of wrongdoing by Defendants, and provide these to Defendants. This is what Ulibarri did to me as I state in this complaint. Hartford and Powers Leavitt enabled Ulibarri to engage in this misconduct, by providing her the coverage, without comply with industry standards, as set forth in this complaint. But for their liability insurance, Ulibarri would not be.

86. The evidence that I read were not presented to the judges in the cases that I filed for had they been presented, I would have prevailed in the litigation. No judge has ever ruled that Defendants did not conceal evidence. Concealment of evidence is not the same as failure to present evidence. One cannot present evidence that is concealed. As Defendants concealed the evidence, I and other inmates could not present these. These evidence could not be presented prior to May 2018 as I did not have these. In March 2019 Ulibarri seized these evidence and through March 2020, I could not review whatever I had, by orders of Erwin, Bohuszewicz, and Ulibarri. Jonathan Kinser took my notes and paper copies of documents I had, from sealed boxes. This is why they were not presented.

87. I also read in these CDS/DVDS motions for sanctions, responses, letters, about 70 settlement agreements nationwide, involving Wexford, Corizon, Centurion, CENTURION LLC in Pennsylvania, New Jersey, Illinois, Florida, New Mexico, Georgia and other states, and ADOC in Arizona, where concealment of evidence was alleged, and sanctions imposed.

88. The claims are not barred as the concealed inculpatory evidence would have changed the results. Whenever factual and legal issues are not the same as to the case at hand, res judicata and collateral estoppel do not apply. Extreme applications of the doctrine of res judicata may be inconsistent with a federal right that is "fundamental in character" The systemic concealment of evidence, and fabrication of defenses have not been previously litigated.

89. Ulibarri has since 1998 been on contract with ADCRR, though she is the most list qualified. Ulibarri has an associate degree in paralegal. That is what has qualified her to be the person whom inmates contact for assistance. She has the contract because there is an informal understanding with Ulibarri, that she must convey privileged information to Carter, Gottfried, Morrissey, Ryan and Shinn, concerning inmate legal materials/strategy. To give Ryan/Shinn/Corizon/Centurion/Wexford/Naphcare an unfair advantage. Those more qualified have been refused the contract, as they refuse to violate this privilege, and refuse to convey inmate confidential information to Defendants. She has had more than 4,000 complaints about violating attorney client privilege, impeding inmate access, conveying inmate privileged information to prison authorities, covered up by Carter, Gottfried, Morrissey, Johnson, Erwin, Dossett, Bohuszewicz,;, Glynn, Klausner, Ryan and Shinn.

90. In March 2019 upon the orders of Bohuszewicz,;, Erwin, Glynn, Dudley, Ryan and others, Ulibarri took 35 CDS/DVDS with privileged documents, kept these for 79 days, and 14 of these are missing. She took this as agent of Weber Gallagher, Wexford, Corizon, Centurion, Gottfried, Carter, Morrissey, CENTURION LLC, Klausner, Struck and others.

    i. On May 17, 2023, July 17, 2023 Ulibarri again came and made efforts to remove electronic evidence I have. I do not know, what she removed, as for the benefit of Struck and defendants, I have been informed I can only view the evidence when the

library is open. These privileged documents are stored by prison officials, as directed by Ulibarri and Erwin. There is no way for me to know what has been taken because they have control over these.

ii. At no time have I waived my attorney client privilege as to these documents. I have specifically instructed Ulibarri not to review any of my documents.

91. I had reviewed about 3 DVDS and took extensive notes from the about 9 gigabytes of documents that I had reviewed in these 3 CDS/DVDS. Jonathan Kinser took these notes, along with a folder with about 300 documents, from 19 sealed legal boxes. These boxes were sealed after they were inspected for contraband by Shelby Negron, pursuant to prison policy, and pursuant to policy they were not to be opened, except by me, in my presence.

92. On April 20, 2020 Bohuszewicz,; advised me that these 14 CDS/DVDS and documents were given to Erwin and Glynn, and their contents discussed with Gottfried, Carter and counsel for Corizon, Centurion and Wexford, by orders of Ryan. Shelby Negron advised me that documents on Wexford were mailed to Wexford in Pittsburgh by Negron as ordered by Bohuszewicz.

93. As Defendants filed this Bankruptcy and prevented the appellate courts from ruling on the spoliation claims, the integrity of the process, mandates no res judicata or estoppel. It is they who stopped the process, in the middle.

VENUE IN THIS COURT WAS CHOSEN BY THE DEBTOR NOT PLAINTIFF

94. As in Texas Official Employment Related Business Communic. Of Enron Corp v Arnold, (In re Enron Corp), 2004 Bankr. Lexis 1977 (Bankr. N.D.Tex 1977) this case involves conduct in Arizona, Pennsylvania and in this district, and as the Bankruptcy is in this

District, venue is proper. Venue in related to cases is proper in this court. In re Ven Huffel Tube Corp 1987 Bankr. Lexis 229 (Bankr. ND OH. 1987)

DUE TO CONTRACTUAL AGREEMENTS AND SELF-DEALING, THIS FRAUDULENT BANKRUPTCY FILED IN BAD FAITH, MUST BE DISMISSED AND RELIEF DENIED WITH PREJUDICE HUSKY INTERNATIONAL ELECTRONICS, INC. V. RITZ,

95. In Husky International Electronics, Inc. v. Ritz, 136 S. Ct. 1581 (2016) the Supreme Court held that actual fraud does not require a misrepresentation to the creditor. The Court thereby created the option of recovery for creditors under Section 523(a)(2)(A) even where they had not been directly lied to, as long as the debtor still implemented actual fraud in relation to its debt.

96. The Supreme Court opened the door to creditor recovery under Section 523(a) (2) (A) in situations where a debtor might be innocent but vulnerable, such as prisoners and Tripati. This overly wide net is a result of "badges of fraud," a set of objective factors courts and state legislatures have used to evaluate fraud in bankruptcy. See, e.g., Tex. Bus. & Com. Code Ann. § 24.005 (West 1987) (integrating badges of fraud into its exception to discharge statute). These Defendants as shown in Appendix A, B, C and D have the same or similar business model, covering each other's back, to ensure the success of their fraudulent scheme.

97. In re LTL Mgmt., LLC, 64 F4th 84, 110 (3rd Cir. 2023) the court dismissed the bankruptcy, finding it was filed in bad faith, with no valid bankruptcy purpose. This bankruptcy concerns the unprecedented use of the Texas Two Step because the Debtor placed all corporate liability in a defunct entity with no assets, and then having that entity declare

bankruptcy, which the Bankruptcy Code was not designed for, as it is fraud under Husky. This bad faith is evidenced by the conduct in compliance with Rules 8 and 9, below.

98. In re "Placid oil Co, 463 BR 803 (Bankr. N.D.TX 2012) reads

"Under the Bankruptcy Code "claim" is defined as "a right to payment, whether or not such right is reduced to a judgment ...or unsecured" 111 USC 101(5) (10). "The legislative history of the Bankruptcy Code indicates that Congress intended the term "claim" "to be given broad interpretation so that all legal obligations of the debtor, no matter how remote or contingent will be able to be dealt with in the Bankruptcy case"

99. By transferring assets to Valitas, and engaging in the reorganization, the Debtor has shown it has acted in bad faith.

CORIZON HAS HAD A HISTORY OF DEFRAUDING PRISONERS AND GOVERNMENT ENTITIES NATIONWIDE, AND IS AT IT AGAIN BEFORE THIS JUDGE, THROUGH TEXAS DIVISIONAL MEASURES

A MERE INSTRUMENTALITY

100. The corporate structure of Tehum and its affiliated companies is a mere instrumentality to perpetrate fraud and engage in racketeering. See Appendix A, B, C and D The mere instrumentality is evidenced by Correctional Health Enterprise described below, maintaining a common, same and or similar business structure, policy, using a joint defense in all cases involving prisoners, restructuring in Texas for the purpose of defrauding prisoners and precluding federal courts from reviewing claims of violation of federal rights. Pre-litigation destruction of evidence is a recurring issue which is subject to sanction under Chambers v. NASCO, Inc., 501 U.S. 32, 35 (1991).

WHAT THE FORMER MEDICAL DIRECTOR OF CORIZON, CENTURION AND NAPHCARE HAS TESTIFIED TO

101. The United States District Court in Arizona has found in Parsons v Ryan that:

102. "Defendant Shinn is satisfied with a system that presents a substantial risk of serious harm. That is almost a perfect illustration of 'deliberate indifference." (p 111@ 24-26)

103. Accordingly, it can be assumed that it was clear to Defendant Shinn at the time of the contract renewal that Centurion had significant concerns regarding its performance. (pp 111 @ 8-10)

104. "The fundamental conclusion is that ADCRR prisoners who develop life threatening medical conditions are at significant risk of serious harm. The ones that do develop such conditions may die prematurely, suffer prolonged pain or die. The risk is applicable to all prisoners because anyone is susceptible to serious injury or illness at any time...no prisoner, at any location, is safe." (pp 122 @ 14-20)

105. "Defendant Shinn's testimony also made clear he has adopted a strategy of pretending the problems he knows about do not exist." (pp 111@ 17-18)

106. "Moreover specifically, Centurion apparently realized it would not be able to perform adequately and significant contempt fines were likely. To avoid catastrophic liability, Centurion ensured ADCRR would bear the brunt of nonperformance. Shinn simply agreed to limit Centurion's liability and insulated it from meaningful consequences for its failures" (pp 111 @ 10-16)

107. "In essence, it is Defendants' position that access to any care, no matter how poor, satisfies their constitutional obligations." (pp 29 @ 2-3))

108. "The question is whether the policies and procedures create a risk of harm to...prisoners. There is no question they do" (pp 117@21-23)

109. "Are Defendants violating the constitutional rights of Arizona's prisoners...? The answer is yes..." (pp 1 @ 26 to 2 C3)

110. Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. (pp 16 @ 21-28)

111. "In Dr. Wilcox's expert opinion "the poor quality of clinical decision-making demonstrated by nurses and providers in the ADCRR harms patients and places them at an unreasonable and substantial risk of serious harm." (pp 28 @ 10-14

112. "The current staffing levels illustrate ADCRR does not have the ability to address the varied and other complex needs of Arizona prisoners" (pp 22 @ 1-2)

113. "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)

114. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18)

115. "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)

116. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18

117. Dr. Wilcox was asked if he was "aware of any other health care settings where the nurse serves as the final decider when someone seeks to access their doctor." He responded "No." Considering that it's not really legal, you wouldn't expect to find any others. But, you know, can you imagine in the community if you schedule an appointment with your doctor and you're met in the lobby by the nurse who does a little assessment on you and then turns you around and sends you home and you're not allowed to see your doctor? That just doesn't exist in the scope of healthcare anywhere" (pp 28 @ 15-20)

118. "The majority of medical staff do not have the necessary training or licensure to provide the type of care that is necessary to provide constitutionally adequate care...The patterns of delay and indifference are pervasive." (pp 69@ line 22-26)

HOW THE SCHEME TO FRAUD DESIGNED BY CORIZON WORKED

119. Billions of dollars have been allocated by the United States during the COVID. Corizon, an entity owned by Valitas, Becken O'Keefe, obtained these funds. They however did not use these funds for the purposes intended. See family chart App.A

120. They gave their management bonuses, but the staff in the prisons got nothing.

121. Corizon did this in every prison or jail, they have had contracts in.

122. Wexford, Centurion and Naphcare did exactly what Corizon has done, but unlike Corizon, they have not filed for bankruptcy. Appendix A, B, C and D

123. Though Corizon has never maintained its principal place of business in Texas, it decided to restructure in Texas for the explicit purpose of defrauding the United States, creditors and prisoners.

124. Corizon hired lawyers to help it perpetrate the fraud and obtained legal advice, unbeknown to these lawyers, for the success of its scheme. United States v Ballard, 779 F.2d 887(5th Cir. 1986) (communication not privileged when used to perpetrate crime.)

125. The liability insurers provided Corizon with substantial assistance, because they did not follow their policies and industry practices, in dealing with claims, involving Corizon and other Defendants.

126. Judge Stanley Sporkin in Lincoln Savings & Loan Assn. v. Wall, 743 F.Supp. 901 (DC 1990) wanted to know "where were these professionals ...when these improper transactions were being consummated? Why didn't they speak up?

127. Attorneys, compliance officers, auditors, all did not follow their professional standards, and looked the other way, thereby aiding Corizon in its activities.

EMAILS AND FAXES FROM WHICH THE FRAUD WAS COMMITTED, WHEN COMMITTED, AND BY WHOM WHO DID IN COMPLIANCE WITH RULES 8 AND 9

A. OPERATIVE FACTS FOR DEFENDANTS EMPLOYED BY THE DEBTOR AND ITS PARENT VALITAS INTERMEDIATE HOLDINGS INCORPORATED

1. THE INSTRUMENTALITY AND OPERATIVE FACTS SETTING FORTH DATES, EMAILS USED

128. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC

4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

129. He submitted reports with false declarations that the funds were used to pay employees.[2]

130. Corizon sent emails to all management staff upon approval of Sara Tirschwell directing them, to have employees work at least 16 hours daily, and if they did work, they should not be paid overtime, and the Managers shall get bonuses.

131. The emails also informed managers not to have inmates go to hospital, see specialists, and of hey die, so be it.

132. The Managers implemented the emails and received bonuses.

133. In furtherance of the scheme Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation, (hereinafter Valitas Family Of Companies), all through mail and emails from and to ch.com determined that Corizon reorganize in Texas.

134. They agreed to form Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corpration. Never has Corizon maintained its place of business in Texas. It has always maintained its principal place of business in Tennessee. This was all accomplished by emails sent from corizonhealth.com (hereinafter "ch.com") (See Appendix A for The Valitas family

135. They agreed to transfer bulk of the assets to CHS TEX, liabilities to Yescare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.

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[2] The Valitas family chart is marked App.A

136. They then as planned filed for bankruptcy.

137. Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for spoliation of evidence.

138. After discussions with Tirschwell, M2 HoldCo LLC,; M2 LoanCo LLC; M2 EquityCo LLC, Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation, Valitas Intermediate Holdings Incorporated, a Delaware Corporation; by emails and orally, Ankura consulting through Russell Perry submitted false declarations, and did not include in it, all the assets transferred to Valitas for concealment, as well as all the liability.

139. M2 HoldCo LLC, M2 LoanCo LLC; M2 EquityCo LLC, agreed to give Corizon loans from monies laundered from the assets of Corizon. These were sham loans.

140. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

2. ACTS COMMITTED BY QUINTAIROS PRIETO WOOD & BOYER; NICHOLE ROWEY; JOSEPH SCOTT CONLON; RENAUD COOK DRURY MESAROS PA SETTING FORTH DATES, EMAILS USED

141. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

142. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com .

143. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

3. ACTS COMMITTED BY ULIBARRI, ERWIN, BOHUSZEWICZ SETTING FORTH DATES, EMAILS USED

144. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

4. ACTS COMMITTED BY CENTURION OF ARIZONA; SARAH L BARNES; BROENING OBERG WOODS & WILSON PC; MICHAEL E. GOTTFRIED SETTING FORTH DATES, EMAILS USED

145. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

146. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

5. ACTS COMMITTED BY CARTER ULIBARRI, BOSCHUWICZ, WEXFORD, CENTURION, CORIZON SETTING FORTH DATES, EMAILS USED

147. May 28, 2019 Paul Carter sent a email to Shelby Negron azadc.gov and asked her to execute a declaration that contradicted emails she sent to and received from Jose Ramos, Julia Erwin, Betty Ulibarri and Bohuszewicz. Bohuszewicz. Had directed her to destroy my legal materials, and mail CDS to Wexford, Corizon, Centurion, and their lawyers. They contemplated the use of and did use the mail to accomplish this.

148. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

6. ACTS COMMITTED BY STRUCK, GOTTFRIED, CORIZON, WEXFORD, CENTURION SETTING FORTH DATES, EMAILS USED

149. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

150. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that

contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

151. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

152. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

153. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.com asking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

154. Pursuant to the litigation strategy adopted outside the adversarial process, to conceal and falsify evidence in prisoner litigation,, Struck and the Struck Law firm, Carter, Morrissey, Thornell, aware of these actions, continue to conceal these from the courts, thereby as a consequence of their spoliation activities, they denied me denying me the chance to have my claims heard by the courts.

7. ACTS COMMITTED BY WEXFORD HEALTH SOURCES, INC; WEBER GALLAGHER SIMPSON STAPLETON FIRES & NEWBY LLP; JONES SKELTON HOCHULI SETTING FORTH DATES, EMAILS USED

155. July 16, 2013 Weber Gallagher sent a email to Skelton Hochuli that training given to staff are to be released to inmates in discovery. February 3 2013 Mullenaux of Wexford sent emails to all staff that staff should just change reports required by Parsons to make it look good.

156. January 14, 2013 Weber Gallagher sent a email to Skelton Hochuli that no policies by Wexford are to be released to inmates in discovery.

157. January 4, 2013 Mullenaux of Wexford sent emails to all staff that inmates Wexford staff should not send inmates to hospital and in the event they die, Wexford will take care of it.

158. October 6, 2012 Mullenaux of Wexford sent emails to all staff that inmates are not to be referred to specialists of provided essential treatment as the costs are exorbitant and Wexford s not getting paid much.

159. September 9, 2012 Weber Gallagher sent a email to Skelton Hochuli that no documents adverse to Wexford are to be released to inmates in discovery.

160. August 18, 2012, May 21, 2013; and March 6, 2013 ADCRR informed Wexford by emails that Wexford should reexamine the reports as they appear falsified.

8. ACTS COMMITTED BY KELLEY MORRRISSEY, DARYL JOHNSON WITH DATES AND FAXES USED

161. On July 19, 2001, September 4, 2001, August 8, 2001, August 14, 2001, September 21, 201 Morrissey and Johnson made telephone calls and obtained Affidavits from 20 ADOC employees. They directed these employees not to disclose material facts that are pertinent to loss and destruction of legal materials. Morrissey prepared and faxed these declarations.

162. During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15

USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

163. In the applications to obtain these funds and subsequent reports on how these funds were used, they made materials misrepresentations, that the funds were not used, as represented, but were given as bonuses to executives, and misappropriated by senior staff. This bankruptcy does not account for these monies and Russell Perry does not explain what happened to these monies.

164. Centurion, Wexford and Naphcare continued this practice, as they are, in effect, alter egos, of each other.

9. THE BANKRUPTCY FRAUD SCHEME BY CORIZON SETTING FORTH DATES, WHO, WHAT EMAIL USED

165. Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956 are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

166. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

167. He submitted reports with false declarations that the funds were used to pay employees.

168. Corizon sent emails to all management staff upon approval of Sara Tirschwell directing them, to have employees work at least 16 hours daily, and if they did work, they should not be paid overtime, and the Managers shall get bonuses.

169. The emails also informed managers not to have inmates go to hospital, see specialists, and of hey die, so be it.

170. The Managers implemented the emails and received bonuses.

171. In furtherance of the scheme Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation, (hereinafter Valitas Family Of Companies), all through mail and emails from and to ch.com determined that Corizon reorganize in Texas.

172. They agreed to form Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation. Never has Corizon maintained its place of business in Texas. It has always maintained its principal place of business in Tennessee. This was all accomplished by emails sent from corizonhealth.com (hereinafter "ch.com")

173. They agreed to transfer bulk of the assets to CHS TEX, liabilities to Yescare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.

174. They then as planned filed for bankruptcy.

175. The Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for transfer of assets to Valitas, spoliation of evidence.

176. M2 HoldCo LLC; M2 LoanCo LLC; M2 EquityCo LLC, agreed to give Corizon loans from monies laundered from the assets of Corizon. These were sham loans.

10. WHO, WHEN, WHAT EMAIL USED FOR THE SCHEME TO PERPETATE FRAUD BY DEFENDANTS

177. Mail Fraud 18 USC § 1341, wire fraud 18 USC 1343, Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956, fraudulent schemes ARS §13-2310; forgery ARS § 13-2003 Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956 are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

178. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

179. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com

180. November 25, 2018 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

181. . May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff directed not to prescribe inmates medication that is cost prohibitive or not to refer inmates for consultation.

182. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

183. March 20, 2018 Robert Maldonado from cch.com sent emails that Corizon had altered the records required to be filed by Parsons.

184. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

185. December 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

186. November 2017 Dr. David Robertson sent emails to Dr. Fallhouse that Corizon was altering reports and must stop. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

187. November 2017 Specer Sego sent Corizon a email that he had changed the reports that Parson requires to comply with Parsons.

188. October 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

189. April 21, 2017 Dr. Michael Minev sent email to Dr. Rodney Stewart cch.com that he has changed the medical records to comply with the report submitted pursuant to Parsons, as requested

190. April 2017 FHA Porter sent altered reports required by Parsons to ADCRR and notified Corizon corporate.

191. March 21, 2016 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

192. August 28, 2014 Dr. Winfred Williams from ch.com sent emails to staff to ensure that staff change the records to coincide with the reports submitted under Parsons. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

193. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.co masking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

194. September 2, 2013 Dr. Lucy Burciaga sent a email to staff to ensure that staff change the records to coincide with the reports submitted under Parsons. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

195. August 3, 2013 Dr. Kevin Lewis sent email to Dr. Joseph Moyse which directed him not to prescribe inmates medication that is cost prohibitive and if inmates die, Corizon will take care of it.

196. July 23, 2013 Dr. Winfred Willliams from ch.com sent directives to all staff that they are not to provide treatment, referral to specialists and send inmates to hospitals, due to

the cost of treatment. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

197. July 16, 2013 Weber Gallagher sent a email to Skelton Hochuli that training given to staff are to be released to inmates in discovery..

198. June 26, 2013 NP Unger received a email that directed him not to provide inmates with care that is expensive and not to refer inmates to specialists.

199. February 3 2013 Mullenaux of Wexford sent emails to all staff that staff should just change reports required by Parsons to make it look good.

200. January 14, 2013 Weber Gallagher sent a email to Skelton Hochuli that no policies by Wexford are to be released to inmates in discovery.

201. January 4, 2013 Mullenaux of Wexford sent emails to all staff that inmates Wexford staff should not send inmates to hospital and in the event they die, Wexford will take care of it.

202. October 6, 2012 Mullenaux of Wexford sent emails to all staff that inmates are not to be referred to specialists of provided essential treatment as the costs are exorbitant and Wexford s not getting paid much.

203. September 9, 2012 Weber Gallagher sent a email to Skelton Hochuli that no documents adverse to Wexford are to be released to inmates in discovery.

204. August 18, 2012 , May 21, 2013; and March 6, 2013 ADCRR informed Wexford by emails that Wexford should reexamine the reports as they appear falsified.

205. November 9, 2007 Aurora Aguilar sent emails to Johnson and Meyers confirming that Ruobyaines had destroyed my legal materials that I had asked to be copied. She confirmed that Ulibarri had reviewed these, but she nevertheless shall deny my grievance. These were subsequently forwarded to Carter and Brodsky

11. WHO, WHEN, WHAT EMAIL USED FOR THE SCHEME TO PREVENT PRESENTATION OF EVIDENCE BY DEFENDANTS

206. Retaliation against a witness 18 USC § 1513(e); false oaths 18 USC § 152; false claims 18 USC § 152; documents concealed/altered 18 USC § 1512(b)(1)(2) are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

207. Transcripts holding Ryan in contempt show that Magistrate Judge David Duncan found that Corizon supervisors instructed employees to alter the electronic records, to reflect inmates were receiving treatment, that they were not being given. ECF 2898 CIV 12-0601 (USDC ARIZ PARSONS v RYAN now SHINN v RYAN). This is the regular manner that Corizon operates in all venues.

208. February 9, 2023 Loresca Purden directed after being told of the electronic evidence sent emails that I not be allowed to review the evidence, unless and until the librarian is present.

209. October 6, 2022 Dalia Quintero after reviewing electronic evidence sent emails that I not be allowed to review the evidence, unless and until the librarian is present.

210. March 6, 2020 Nichole Culllen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com

211. May 28, 2019 Paul Carter sent a email to Shelby Negron azadc.gov and asked her to execute a declaration that contradicted emails she sent to and received from Jose Ramos, Julia Erwin, Betty Ulibarri and Bohuszewicz. Bohuszewicz. Had directed her to destroy my legal materials, and mail CDS to Wexford, Corizon, Centurion, and their lawyers. They contemplated the use of and did use the mail to accomplish this.

212. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gotttfried. She asked Dudley to draft a response for me.

213. November 25, 2018 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

214. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff directed not to prescribe inmates medication that is cost prohibitive or not to refer inmates for consultation.

215. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

216. March 20, 2018 Robert Maldonado from cch.com sent emails that Corizon had altered the records required to be filed by Parsons.

217. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

218. December 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

219. November 2017 Dr. David Robertson sent emails to Dr. Fallhouse that Corizon was altering reports and must stop. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

220. November 2017 Specer Sego sent Corizon a email that he had changed the reports that Parson requires to comply with Parsons.

221. October 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

222. September 28, 2017 Ryan sent emails to CEO Corizon that he was giving them $2,500,00 as bonus, so they would not cancel the contracts. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

223. June 6, 2017 CEO of Corizon sent emails to Ryan azadc.gov that in the event Ryan did not increase the fees by 4% Corizon shall move from Arizona. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

224. April 2017 FHA Porter sent altered reports required by Parsons to ADCRR and notified Corizon corporate.

225. April 21, 2017 Dr. Michael Minev sent email to Dr. Rodney Stewart cch.com that he has changed the medical records to comply with the report submitted pursuant to Parsons, as requested.

226. March 21, 2016 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

227. May 12 2015 CEO Corizon sent emails to Ryan azadc.gov that in the event Ryan fails to reduce the penalties imposed on Corzon, it shall move out of Arizona. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

228. August 28, 2014 Dr. Winfred Willliams from ch.com sent emails to staff to ensure that staff change the records to coincide with the reports submitted under Parsons.. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

229. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.comasking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

230. September 2, 2013 Dr. Lucy Burciaga sent a email to staff to ensure that staff change the records to coincide with the reports submitted under Parsons.. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

231. August 3, 2013 Dr. Kevin Lewis sent email to Dr. Joseph Moyse which directed him not to prescribe inmates medication that is cost prohibitive and if inmates die, Corizon will take care of it.

232. July 23, 2013 Dr. Winfred Willliams from ch.com sent directives to all staff that they are not to provide treatment, referral to specialists and send inmates to hospitals, due to the cost of treatment. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

233. June 26, 2013 NP Unger received a email that directed him not to provide inmates with care that is expensive and not to refer inmates to specialists.

234. November 29, 2010 Gene Greeley sent emails to Carter that no matter what the reason, as I have been challenging the presentation of false evidence by Attorney general's Office my diet should be cancelled.

235. February 20, 2009 Shelly Sonberg sent a email to Greg Fizer that upon discussions with Michael Brodsky and Paul Carter the decisions made in my favor reconstructing the records, were set aside, and I should sue if I wish to.

236. December 14, 2007 Cheryl Dossett directed Tara Diaz to prepare documents that I was not sent o segregation, for complaining about the killing of an inmate, in case, take this to court.

237. November 9, 2007 Aurora Aguilar sent emails to Johnson and Meyers confirming that Ruobyaines had destroyed my legal materials that I had asked to be copied. She confirmed that Ulibarri had reviewed these, but she nevertheless shall deny my grievance. These were subsequently forwarded to Carter and Brodsky

238. December 18, 2006 Aurora Aguilar sent emails to Byron Tucker that the documents forged at the request of Paul Carter should be labelled amended.

239. December 12, 1999 Aurora Aguilar directed Byron Tucker to prepare documents that Sgt. Lance Uehlling did not ask sin heads to beat me up, just in case, I take it to court.

240. September 3, 1999 Sgt. Donaldson sent email to Daryl Graves stating she had found nine legal boxes of documents, but they have been removed from a secure area by staff.

241. August 31, 1999 Daryl Graves ADOC sent emails to Cindy Neese that the property and legal materials had been intentionally destroyed upon orders of central office. Copies were sent to Christopher Copple.

242. Defendants , implemented these directives, pursuant to cooperation agreements and continued with the scheme. They gave tacit authorization to the misconduct and failed to take remedial actions, when informed, thereby causing the misconduct.

243. Without knowing what the Jensen injunction would be, Naphcare, like Wexford, Corizon and Centurion signed the contract to comply with the prospective conjunction, further informing the court that Techcare, the software it uses shall maintain proper contemporaneous record of care given.

244. Continuing with the practices implemented by Wexford, Corizon and Centurion, Naphcare has Techcare where records made by nurses and providers vanish, and the reports submitted by the permanent injunction in Jensen are altered to appear they comply with ECF 4410 in Jensen, but they do not.

245. In violation of HIPPA, all inmates can from their tablets access medical records of any inmate, as long as they have their information.

246. EMAILS from ADCRR, Naphcare and Dr. Pachecho are and were sent to change treatment that the providers order and these documents appear nowhere in these records, because these emails appear nowhere in the inmate medical records, same as in the case of Wexford, Corizon, Centurion.

247. Pursuant to the litigation strategy adopted outside the adversarial process, to conceal and falsify evidence in prisoner litigation,, Struck and the Struck Law firm, Carter, Morrrissey, Thornell, aware of these actions, continue to conceal these from the courts, thereby as a consequence of their spoliation activities, they denied me denying me the chance to have my claims heard by the courts.

ALLEGATIONS COMMON TO ALL SCHEMES

248. Defendants deprived me and others of a benefit, defined as anything of value or advantage, present or prospective, under ARS 13-105.5 the tangible evidence or intangible rights to have the court decide my claims on spoliation based on all the evidence, is property within the meaning of ARS 13-105.37, which Defendants deprived me of. All this was accomplished through the system of emails, through computer networks, and the use of the United States Mail.

249. By obstructing justice, acting in a manner to obstruct justice, to influence the due administration of justice, interfering in the administration of justice, with specific intent to corruptly influence, impede or obstruct the administration of justice by implementing the policy of making others lie, as set forth in this complaint, Defendants injured me. They foresaw the evidence was for use in official proceedings for violation of federal rights, satisfying the federal nexus set forth in United States v Causey, 183 F3d 407(5th Cir. 1999)Their corruption included the concealment of evidence, submission of false statements under penalty of perjury, and making false statements in this bankruptcy and judges deciding federal claims.

250. Defendants in advance of litigation, as a matter of their practice and policy, engineered the scheme to deploy prefabricated defenses in prisoner litigation. They used permissible procedural devises in bad faith, rigging the game from inception. They ensured truthful untainted evidence is not disclosed if inculpatory and favorable to inmates. They created alternative evidence/facts, not mischaracterizing them. They assembled template stock pleadings, making false sworn/unsworn statements, providing false incorrect expert/consultant reports, creating false exonerating evidence. They intentionally destroyed, withheld the foregoing material evidence duty bound to disclose, that prisoners

like me cannot obtain from alternative sources. These are reports, emails, investigations, faxes, employee misconduct reports, policies, directives, failure to follow policies, and the evidence discussed.

251. Defendants made material misrepresentations as to past and current facts/policies/directives, with knowledge or belief of their falsity, with an intention that courts and inmates shall rely on. Appendix A, B, C and D show Defendants have the same or similar business model and the representations made by these Defendants in these documents, are in fact, materially false, in substantial part.

252. Both the courts and I relied on their representations, and on which there was reasonable reliance by courts and inmates. They lied and concealed the evidence violating fraudulent concealment, fraud, deceit. Their conduct constitutes common law fraud, deceit, fraudulent concealment, constructive fraud, constructive taking, unjust enrichment, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, [prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims.

253. Defendants had a legal obligation to disclose the evidence in connection with existing or pending litigation. They did not disclose material evidence, intentionally withholding, altering, destroying the evidence to disrupt frustrate prisoner litigation. As consequence the evidential record did not contain the relevant evidence.

254. Defendants knowingly intentionally made intentional deliberated decisions to disobey disregard the law. They were unaware of all the participants, but were aware of the essential nature and general scope of the conspiracy, which was to engage in the conduct

above , to frustrate my litigation, and deny me access to evidence favorable to me and inculpatory to themselves.

255. Defendants pursued the object of the conspiracy by performing what their part of the conspiracy was and another defendant performed another part, willfully agreeing to participate with the common design to deprive me of the rights I complain of in this litigation.

256. By and through the use of the unlawful means in this complaint, through the overt acts in this complaint, which overt acts were committed in furtherance of the conspiracy discussed above, each of them ensured the conspiracy continues and succeeds, which conspiracy is open ended and continues to this date.

257. Each of these Defendants are professionals who under no set of circumstances did not know that the wrongs I complain of were not unlawful. THEY REFUSED TO SPEAK UP OR DISASSOCIATE THEMSELVES FROM THESE ACTS. It is difficult to understand that with all this professional talent, why one of them would not blow the whistle.

258. Each individual willfully agreed to become members of the conspiracy agreeing to participate directly/indirectly in the conspiracy. They knew of the conspiracies to deny me equal protection, equal privileges, had the power to prevent or aid in the prevention of the commission of the conspiracies, could have with reasonable diligence, but neglected or refused to prevent the conspiracies.

259. These acts or activities in paragraphs were authorized, requested, commanded, ratified or recklessly tolerated by the unlawful conduct of the other. The Directors, higher management, agents performed, authorized, requested, commanded, ratified, or recklessly tolerated the unlawful conduct of the agents.

260. When Defendants obtained signatures by deception with the intent to defraud by knowingly misrepresenting or omitting facts material to the transaction in the declaration, they committed forgery.

261. When Defendants pursuant to their scheme or artifice to defraud, knowingly obtained any benefit, by means of false or fraudulent pretenses, representations, or material omissions, they engaged in conduct that is fraudulent.

262. As Defendants knew that the assets of the assets of the Correctional Health enterprise and the Debtor, involved in the financial transactions, represented some form of unlawful activity, by conducting or attempting to conduct the financial transactions, which in fact involves some form of unlawful activity, with the intent to carrying on the unlawful activity.

263. Defendants knowing that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state or federal law, partook in the conduct.

THE PRACTICES OF PERFORMANCE BONDING COMPANIES AND OF LIABILITY INSURERS

264. "Evanston ; Lexington ; Zurich American ; American Zurich ; Columbia Casualty ; Scottsdale Insurance ; Coverys Specialty ; Hartford Casualty; Lone Star Alliance Inc; Fidelity and Deposit Company Maryland; Powers Leavitt Insurance Agency Inc; Liability Mutual Insurance Company; Berkley Insurance Company; Capital Indemnity Corp; Ironshore Insurance Company; Great American Insurance Company; The Travelers Insurance Co; Liability Insurers For Weber Gallagher unknown at this time.; Liability Insurers Jones Skelton unknown at this time.;Liability Insurers Renaud Cook Drury unknown at this time.;Liability Insurers Quintairios Prieto unknown at this time;.Liability

Insurers Broening Oberg unknown at this time.;Liability Insurers Struck Wienke unknown at this time; Liability Insurers Gottfried Morrissey Carter unknown at this time collectively are referred to as "LIABILITY INSURERS. "

265. Wexford , Corizon, Centurion, Naphcare are healthcare providers that provide healthcare to prisoners nationwide, and Ulibarri provides paralegal services. They fall within 65 Federal Regulations 59448, 59449. OIG Advisory Opinion 12-06 in the context of healthcare programs forbids questionable financial arrangements. This means Wexford , Corizon, Centurion, Naphcare are mandated to stop fraud and abuse of prisoners, as well as take remedial actions.

266. LIABILITY INSURERS owe the special duty to me, and other prisoners, which duty mandates they compensate me and other prisoners when the type of misconduct I allege in this complaint happens. They violated their duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially.

267. LIABILITY INSURERS with their affiliated insurers, have abused their office, me and other prisoners nationwide , because, they do not review and investigate prisoner claims. They have Wexford, Naphcare, Corizon, Centurion, determine what is or is not to be paid. They force litigation and only when a prisoner litigates a claim and prevails, do they pay, the judgment or settlement during that litigation.

268. It is a condition precedent for Corizon, Centurion, Naphcare, Wexford, Ulibarri to carry insurance for paying any claims for damages to inmates, including me. Without the insurance they cannot do business with prisoners.

269. For Example: Naphcare took the contract and stated they shall comply with the Jensen Injunction. This injunction was not even issued, so how can they know what to comply with. Once Naphcare took over, nurses and providers have left, there is insufficient

staffing; inmates are dying; Techcare does not function; Naphcare fired staff who ensured there was adequate care; If these liability insurers and bonding companies, would have conducted the proper underwriting decision, Naphcare would not have got the contract.

270. LIABILITY INSURERS must pursuant to law, and established insurance standards, as well as their internal policies, promptly investigate all claims and not force litigation.

271. As I am a prisoner, and in all prisoner cases, discussed in this complaint, they failed to follow these standards, did not investigate, violated their own internal guidelines, and forced litigation. Had these been non prisoner claims, they would have investigated and followed the law as well as their internal policies.

272. This is a violation of the spirit and intent of insurance, lack of due diligence, abuse of power, malicious failure to pay claims, wrongful denial of benefits, dishonesty, breach of fiduciary duty, breach of duty of loyalty under the terms of the policy, breach of implied duty of good faith and fair dealing.

273. This is deceit as it is intentionally falsely leading prisoners to believe, something that is not true, to deceive or trick. This is willfully making false statements, with intent that prisoners like Plaintiff shall act in reliance on it, suffering harm in consequence. These are false representation of facts with knowledge of their falsity by Defendants.

274. LIABILITY INSURERS have used frivolous or unfounded refusals to pay prisoner claims. Their motives of self-interest or ill will, was and always has been to force litigation by prisoners of their claims. They knew or recklessly disregarded the basis for these claims.

275. Liability Insurers For Weber Gallagher; Jones Skelton; Renaud Cook; Quintairios Prieto; Broening Oberg; Struck Love; Gottfried, Morrissey, Carter engaged in the conduct in this complaint, have failed to conduct any investigation as to claims against them and their

employees for the type of misconduct I state, violating their duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially.

276. Struck, Gottfried and others are aware of Defendants are manipulating the healthcare programs and laws, in violation of the IG Opinions, from whistleblowers and contract monitoring staff.

277. Liability Insurers as well as Naphcare, Wexford, Corizon, Centurion are aware of these practices, and have failed to take actions, mandated by their policies.

278. LIABILITY INSURERS that have provided performance bonds and liability insurance, have breached the covenant of good faith and fair dealing, fiduciary duty, and engaged in bad faith settlement practices.

279. Liability Insurers have put in place the practice, in violation of law, that MANDATES litigation, in prisoner cases.

280. By omission Liability Insurers have failed to, as mandated by law, in prisoner cases, acknowledge and promptly act on all claims. Liability Insurers fail to follow reasonable standards, standards followed by the insurance community in all cases, for investigation of claims, in prisoner cases. Liability Insurers deny claims without reasonable investigation.

281. Liability Insurers compel prisoners to litigate issues, and fail to follow their own rules and regulations, internal policies and guidelines.

282. Liability Insurers are required to investigate facts and the law, as if there were no policy limits.

283. In prisoner cases, , these Liability Insurers aided and abetted by their practices , in the prefabrication of defenses and bad faith use of procedural devices, as set forth in the complaint.

284. The potential damage through prefabrication and bad faith use of procedural devices, was predictable and foreseeable violation .

285. This conduct is malicious, oppressive and fraudulent, constituting trickery, deception and deceit, against prisoners.

286. Liability Insurers are liable, also for negligent misrepresentation, because they are providing false information for the guidance of others, in the course of business, failing to exercise reasonable care or competence, in obtaining or communicating the information. Humble 2016 USDCT Lexis 71127.

287. To my detriment, as a consequence of the conduct of liability insurers, I suffered physical pain, had my healthcare delayed, and after a 13 year delay have been diagnosed with brain issues during a MRI. Liability Insurers conduct constitutes tortious breach of conduct, done fraudulently, oppressively and with malice. Their conduct was intentional. As a proximate result of Liability Insurers failure and refusal to follow their own industry standards, properly underwrite and process policies and claims, I have been injured. Liability Insurers pursuant to the terms of their policies had the duty to investigate, negotiate, and settle any claim or suit, which in prisoner cases they refuse.

THE PATTERN OF RACKETEERING ACTIVITY

288. During the relevant times, the Defendants and participants (hereinafter "Defendants") conspired with one another to defraud me, Correctional Health and others. As part of their scheme or artifice to defraud Defendants diverted these funds by corrupting their chief financial officers, and through such corruption gained their assistance to perpetrate the fraud. They did this to the detriment of Corizon, Wexford, Centurion, Naphcare and myself, and they had no right to these funds. The multifarious racketeering activities unlawful activities through which these broad objectives of the Defendants and

participants were carried out consisted of a complex pattern of individual transactions and group of transactions.

289. It was a part of the scheme that Defendants and others would and did agree to conspire together with the others to devise and participate in a plan of deceit and deception, whereby they would and did abuse their positions of trust and fiduciary relationships with the Corrections Health enterprise.

290. Defendants and participants did and would abuse the discretion granted to them, and did breach their obligations of loyalty and fidelity and their duty to act honestly and faithfully in the best interests of Corrections Health and not for their own self interests. They would and did use false and fraudulent pretenses , representations, and promises calculated to deceive persons of ordinary prudence and care, and make material non disclosures, and concealment if fact and important to Correctional Health in deciding whether to act in the conduct of its affairs, all so as to unlawfully, intentionally and willfully and with the intent to defraud, that is, knowingly and with the specific intent to deceive, in order to get financial gain to themselves, procure secret profits, and divert the assets of Correctional Health to the use and detriment of Correctional Health, me and others.

291. That scheme to defraud evolved over time as a pattern of unlawful racketeering activities and inflicted distinct harm on e and others.

292. In carrying out the transactions to defraud Correctional Health Defendants engaged in, inter alia, conduct that violates federal and state law.

293. Defendants authorized, requested, commanded, ratified recklessly tolerated the unlawful conduct of the other. The directors, high management, agents, performed,

authorized, requested, commanded, ratified or recklessly tolerated the unlawful conduct as proscribed by ARS 13-2314.04.E and 13-2301.D.9

294. These acts are related to each other, or to a common external organizing principle, including the affairs of the Correctional Health enterprise. They have same or similar purposes, results, participants, or victims, or methods of commission, or are otherwise interrelated by distinguishing characteristics. They are continuous, or exhibit the threat of being continuous.

295. These acts or activities were authorized, requested, commanded, ratified or recklessly tolerated by the unlawful or racketeering conduct of the other. The directors, higher management, agents performed, authorized, requested, commanded, ratified or recklessly tolerated the unlawful conduct of the agents.

296. When Defendants obtained signatures by deception with the intent to defraud by knowingly misrepresenting or mitting fact material to the transactions in the declaration(s), they committed forgery proscribed and prohibited by ARS 13-2005.A, as set forth in the unlawful conduct predicate acts. The actual intent was to obstruct justice, in a manner that is likely to obstruct justice, interfere with the administration of justice, with specific intent to corruptly influence, obstruct or impede justice, or the due administration of justice.

FIRST CLAIM FOR RELIEF FOR VIOLATION OF 18 USC 1962(C); ARS 13-2314.04

297. Tripati here repeats the allegations in paragraphs 1 through 296 and alleges further the injury that I have received by the pattern of racketeering have been caused by:

298. Defendants, and each of them are persons within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.

299. Correctional Health is an associated in fact enterprise within the meaning of 18 USC 1961(4); 1962(c); ARS 105.17; 13-2314.04, which enterprise was engaged in and the activities of which affect interstate commerce, during all relevant times.

300. Defendants are each employed by or associated with an enterprise, the Correctional Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04

301. Defendants aided and abetted , and solicited each other to conspire, or attempt to violate 18 USC 1962(d), ARS 23-1002.A.C to violate 18 USC 1964(c), ARS 13-2314.04, as proscribed by ARS 13-1001.A; 1002.A

302. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Defendants I have been injured in an as yet undetermined amount, believed to be not less than approximately $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

303. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

304. As Defendants knew that the assets of the correctional health enterprise and Debtor, involved in the financial transactions, represented some form of unlawful activity,

by conducing or attempting to conduct the financial transactions, which I fact involves some form of unlawful activity, as set forth in the complaint, with the intent to carrying on the unlawful activity, they engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

305. By knowingly that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state and federal law, Defendants engaged in conduct proscribed by 18 USC 1956a(B)(1)(II)

306. Defendants maintained illegal control of the Correctional Heath enterprise when they, through racketeering unlawful acts activities, or its proceeds, acquired or maintained, by investment or otherwise, control of the Correctional Health enterprise. Defendants conducted illegally conducting an enterprise, when they, employed by or associated with Correctional Health enterprise,, conducted its affairs through racketeering unlawful acts activities, or participated directly and or indirectly, in the conduct of the affairs of the Correctional Health enterprise, with knowledge that it is conducted through racketeering unlawful acts activities, proscribed by ARS 13-2312.A.B

307. Tripati has sustained reasonably foreseeable injury to his person, property by a pattern of racketeering activities or acts by violation of ARS 13-2312 involving a pattern of racketeering or unlawful activities.

308. Defendants are each employed biro associated with an enterprise, the Correctional Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04.

309. Defendants Corizon, Wexford, Centurion, Naphcare, Shinn, Ryan entered into cooperation agreements with each other thereby were each by virtue of these cooperation agreements, employed by or associated with an enterprise, the Correction Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962€, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

310. By reason of the violation of 18 USC 1962©, ARS 13-2314.04 by Defendants, and each of them, Tripati and Correctional Health has been injured in an yet undetermined amount, believed to be no less than $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

SECOND CLAIM FOR RELIEF FOR VIOLATION OF 18 USC 1962(D); ARS 13-2314.04 BY CONSPIRACY TO VIOLATE 18 USC 1962(C) AND ARS 13-2314.04

311. Tripati here repeats the allegations in paragraphs 1 through 310 further the injury that I have received by the Conspiracy to Violate have been caused by:.

312. Defendants, and each of them are persons within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.

313. Correctional Health is an associated in fact enterprise within the meaning of 18 USC 1961(4); 1962(c); ARS 105.17; 13-2314.04, which enterprise was engaged in and the activities of which affect interstate commerce, during all relevant times.

314. Defendants Corizon, Wexford, Centurion, Naphcare, Shinn, Ryan entered into cooperation agreements with each other thereby were each by virtue of these cooperation agreements, employed by or associated with an enterprise, the Correction Health

enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962€, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

315. Defendants are each employed by or associated with an enterprise, the Correctional Health enterprise, conspired within the meaning of 18 USC 1962(d), ARS 13-1003.A to violate 18 USC 1964(c), ARS 13-2314.04 that is, said Defendants did conspire, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04

316. Defendants maintained illegal control of the Correctional Health enterprise when they, through racketeering unlawful acts activities, or its proceeds, acquired or maintained, by investment or otherwise, control of the Correctional Health enterprise.

317. Defendants conducted illegally conducting an enterprise, when they, employed by or associated with Correctional Health with Correctional Health enterprise, conducted its affairs through racketeering unlawful acts activities proscribed by ARS 13-2312.A.B

318. Defendants aided and abetted , and solicited each other to conspire, or attempt to violate 18 USC 1962(d), ARS 23-1002.A.C to violate 18 USC 1964(c), ARS 13-2314.04, as proscribed by ARS 13-1001.A; 1002.A

319. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers,

was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

320. As Defendants knew that the assets of the correctional health enterprise and Debtor, involved in the financial transactions, represented some form of unlawful activity, by conducing or attempting to conduct the financial transactions, which I fact involves some form of unlawful activity, as set forth in the complaint, with the intent to carrying on the unlawful activity, they engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

321. By knowingly that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state and federal law, Defendants engaged in conduct proscribed b 18 USC 1956a(B)(1)(II)

322. Tripati has sustained reasonably foreseeable injury to his person, property by a pattern of racketeering activities or acts by violation of ARS 13-2312 involving a pattern of racketeering or unlawful activities.

323. By reason of the violation of 18 USC 1962(c), ARS 13-2314.04 by Defendants, and each of them, Tripati and Correctional Health has been injured in an yet undetermined amount, believed to be no less than $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

324. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Defendants I have been injured in an as yet undetermined amount, believed to be not less than approximately $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

THIRD CLAIM FOR RELIEF FOR DECLARATORY JUDGMENT AND OTHER RELIEF

325. Tripati here repeats the allegations in paragraphs 1 through 324.

326. Defendants in advance of litigation, as a matter of their practice and policy, engineered the scheme to deploy prefabricated defenses in prisoner litigation. They used permissible procedural devises in bad faith, rigging the game from inception. They ensured truthful untainted evidence is not disclosed if inculpatory and favorable to inmates. They created alternative evidence/facts, not mischaracterizing them. They assembled template stock pleadings, making false sworn/unsworn statements, providing false incorrect expert/consultant reports, creating false exonerating evidence.

327. Pursuant to foregoing they intentionally destroyed, withheld the foregoing material evidence duty bound to disclose, that prisoners like me cannot obtain from alternative sources. These are reports, emails, investigations, faxes, employee misconduct reports, policies, directives, failure to follow policies, and the evidence discussed above.

328. Defendants made material misrepresentations as to past and current facts/policies/directives, with knowledge or belief of their falsity, with an intention that courts and inmates shall rely on. Both the courts and I relied, and on which there was reasonable reliance by courts and inmates. They lied and concealed the evidence violating fraudulent concealment, fraud, deceit. Their conduct constitutes common law fraud, deceit, fraudulent concealment, constructive fraud, constructive taking, unjust enrichment, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, [prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims.

329. Defendants had a legal obligation to disclose the evidence in connection with existing or pending litigation. They did not disclose material evidence, intentionally withholding, altering, destroying the evidence to disrupt frustrate prisoner litigation. As consequence the evidential record did not contain the relevant evidence.

330. Tripati seeks Declaratory judgment that this bankruptcy proceedings do not bar claims for spoliation of evidence by Tripati, and that the bankruptcy proceedings were filed to defraud Tripati and other victims of spoliation.

331. Tripati further seek additional declaratory judgment that the Defendants breached their fiduciary duties as to Tripati, by engaging in spoliation and then using the bankruptcy process to prevent its adjudication.

332. Tripati further seek additional declaratory judgment that the Defendants conducting supervisory liability using the bankruptcy process to prevent its adjudication.

FOURTH CLAIM FOR RELIEF FOR DECLARATORY JUDGMENT AGAINST LIABILITY INSURERS

333. Tripati realleges paragraphs 1 through 332and alleges further:

334. But for the failure of Liability Insurers to follow their policies, guidelines, standards, Defendants would not have engaged in the misconduct set forth above.

335. As such, policy limits and policy aggregate limits should not apply, because, by their failures and lack due diligence, they allowed the misconduct.

336. Liability Insurers by their policies and bonds, enabled Defendants to engage in the misconduct.

337. Without their coverage Ulibarri would not be able to have contracts with Arizona. Without their policies and bonds Naphcare, Corizon, Wexford and Centurion would not be in a position to provide inmates with healthcare.

338. Liability Insurers have allowed Naphcare, Corizon, Wexford, Centurion and Ulibarri to perform a state function, to the most vulnerable population.

339. Prisoners must rely on the State to provide healthcare and access to the courts.

340. The DeShaney duty to protect doctrine, mandates Liability Insurers screen policies bonds coverage to providers of services in prisons and jails, for strict compliance with their standards, insurance standards.

341. They must be ordered to require, whenever any policyholder that provides services to prisoners, that the policyholder, provide a copy of the coverage and a claim form for any claims.

342. These claims must be directly reviewed by Lability Insurers.

343. The Liability Insurers policies and bonds, violate DeShaney.

344. The injury was foreseeable.

PRAYER FOR RELIEF

1. As a consequence of the spoliation of evidence, my claims in CIV 11-0195; 18-00666; 13-0140; 13-0615; in District of Arizona were not decided with all the evidence.
2. I ask that judgment be entered against Defendants , jointly and severally, and in my favor.
3. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the first claim for relief for violation of 18 USC 1962(c), and the sum trebled for violation of 18 USC 1964(c).
4. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the first claim for relief for violation of ARS 13-2314.04 , and the sum trebled for violation of ARS 13-2314.04.

5. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the second claim for relief for violation of 18 USC 1962(d), and the sum trebled for violation of 18 USC 1964(c).
6. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the second claim for relief for violation of ARS 13-2314.04 , and the sum trebled for violation of ARS 13-2314.04.
7. I am asking that these Chapter 11 proceedings be dismissed, actual and punitive damages, treble damages be awarded, constructive trust with tracing be appointed, equitable liens be placed, fraudulent transfers be nullified, restrictions on future conduct be imposed, relief be afforded for fraudulent conveyance, fraud, deceit, accounting, a jury trial, costs, fees and other relief be awarded.
8. I ask that employees who were deprived the fund for pandemic relief be awarded those funds.
9. I ask for Declaratory and other relief.

Respectfully submitted this 10th day of August 2023 and sworn under the penalty of perjury as being true and correct.

COMPLIANCE WITH RULE 11

1. The matters that I assert in this verified complaint are well grounded in facts and warranted by existing law. There is good faith argument for the extension, modification, or reversal of existing law.
2. Before I filed this complaint, I contacted counsel, to meet and confer. I attempted to comply with BR 9011.
3. These matters have not been asserted in bad faith. They are not made for vexatious, wanton, improper, or oppressive reasons.

4. They are not designed to harass, to create unnecessary delay, to impose a needless increase in the cost of litigation, or to force an unjust settlement through the serious character of these averments.
5. The activities of the Defendants in the formation and execution of the scheme to defraud Had a pervasive, debilitating, ultimately fatal impact on Corizon's effort to function as a prison healthcare provider, as well as my litigation against Defendants, due to spoliation.
6. Assets were not only diverted, but were not available for use by Corizon.
7. Because of this Corizon failed.
8. In connection with the activities giving rise to this action, the Defendants acted with malice, insult, intent and knowledge, and with a wanton and reckless disregard of the rights of Corizon and myself.
9. The complaint alleges, inter alia, violations under the Organized Crime Control Act of 1970, Public Law 91-452, Section 901(a), 84 Stat 941, Racketeer Influenced Corrupt Organizations (RICO), and is brought by me, in connection with as scheme devised, conducted, and/or participated by Defendants, each of whom was employed by or associated with the Correctional Health enterprise, through a pattern of racketeering unlawful activity, and to conspire to do so, and to wrongfully and unlawfully divert assets of Correctional Health, and to conspire to do so, all to my detriment.

Anant Kumar Tripati 102081
Arizona State Prison
P.O.Box 8909
Yuma Arizona 85349

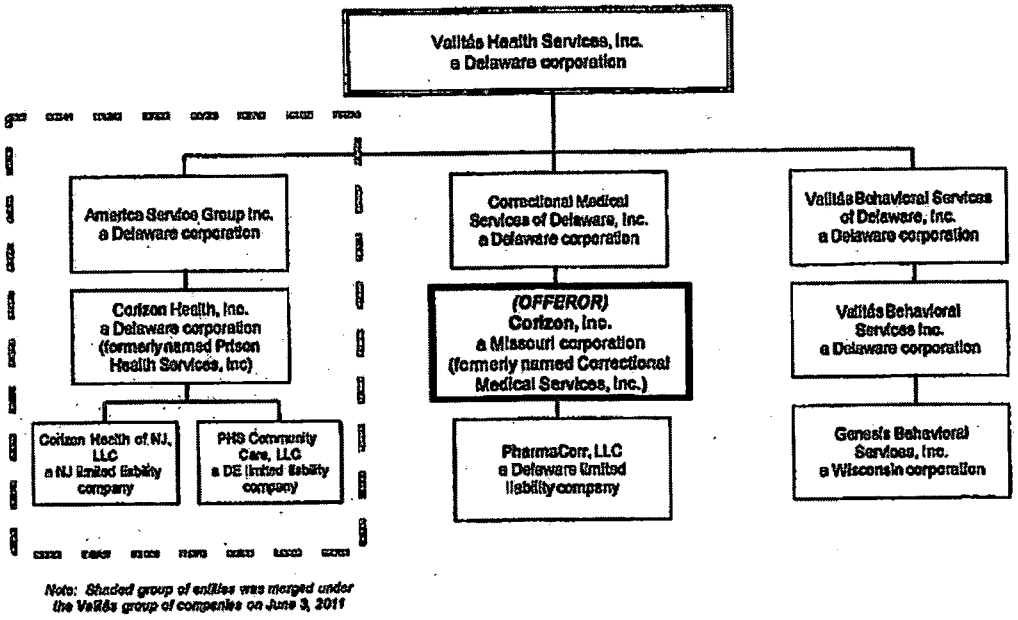
Proof of service: Copies eserved to all parties

EXHIBIT A

CORIZON™

As such, we have not included unaudited financial statements for the merged entity, as the bidding entity (Corizon, Inc.) is not in fact a newly formed entity, it is merely a name change from Correctional Medical Services, Inc. to Corizon, Inc. However, should the ADC still be interested in unaudited quarterly financial statements from the combination of Corizon, Inc. and Corizon Health, Inc., we would be pleased to provide them.

THE VALITÁS COMPANIES



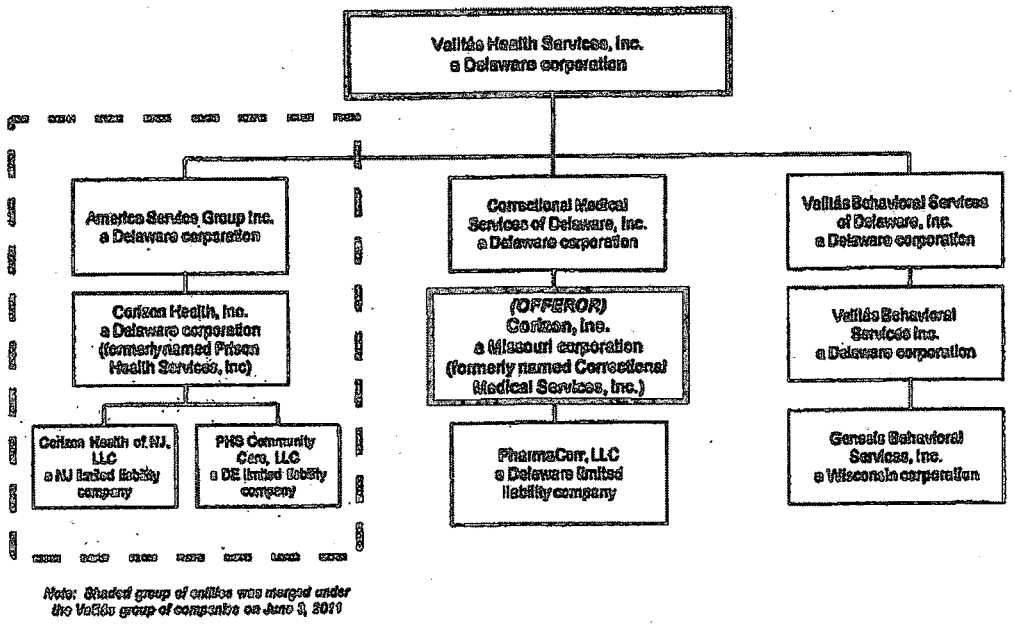
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7. *Scope of Work, Page 50, Requirements, Section 2.6.15: As part of the proposal, an offeror may include as part of their response an option for increasing on-site infirmary beds. Your proposal response does not include an option for the expansion of the infirmary beds, rather a proposed re-design of existing space. Your proposal did not include the required documents under subsections 2.6.15.1 through 2.6.15.3 in order for the Department to evaluate the re-design. Please submit all of the required documents in accordance with the RFP.*

CORIZON™

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THE VALITÁS COMPANIES



01041768_1

7. *Scope of Work, Page 50, Requirements, Section 2.6.15: As part of the proposal, an offeror may include as part of their response an option for increasing on-site infirmary beds. Your proposal response does not include an option for the expansion of the infirmary beds, rather a proposed re-design of existing space. Your proposal did not include the required documents under subsections 2.6.15.1 through 2.6.15.3 in order for the Department to evaluate the re-design. Please submit all of the required documents in accordance with the RFP.*

ABOUT CORIZON HEALTH

As the correctional healthcare pioneer and leader for 35+ years, Corizon Health provides client partners with high quality healthcare and reentry services that will improve the health and safety of our patients, reduce recidivism and better the communities where we live and work. We are a company built on innovation and expertise. Our people, practices and commitment to success through evidence-based medicine enable us to consistently meet and exceed client expectations.
See how Corizon is serving the healthcare needs in both jails and prisons.
Learn more about our company.

CHOOSING CORIZON HEALTH

BENEFITS OF OUR SERVICES



As the leading provider of correctional healthcare services in the United States, Corizon Health is uniquely positioned to meet the needs of both our clients and our patients. With the Corizon Health Vision, Mission and Values as our guide, we provide quality service to our patients, successful partnerships with our clients and an engaging work environment for our employees.

Corizon Health Vision

Corizon Health will lead the industry by providing quality healthcare and inmate reentry services that ultimately improve the communities where we live and work.

Corizon Health Mission

Corizon Health will exceed our correctional healthcare clients' expectations by partnering with them to deliver safe, effective and efficient services using clinical best practices and evidence-based medicine.

Our Values: CorizonSMART

Safety. We put safety first in all that we do.

Motivation. We take pride in achieving excellence. We always strive to do better.

Accountability. We honor our commitments. We do the right thing regardless of the situation.

Respect. We treat every individual with dignity and compassion. We encourage the growth, development and well-being of all employees.

Teamwork. We value our team diversity. Our differences, backgrounds and experiences make us better.

CHOOSING CORIZON HEALTH

"10 REASONS"

Ten Reasons to Choose Corizon Health as Your Correctional Healthcare Partner

1. There are nurses...and then there are Corizon nurses.
2. We have the right leaders with exceptional track records.
3. We don't just practice healthcare in a correctional setting. We practice the specialty of correctional healthcare.
4. We have an unmatched Clinical Services Department supporting the field to deliver care precisely and affordably.
5. We have created one of the largest and best correctional pharmacies in the nation.
6. From county jails to statewide prison systems, we deliver for every client partner.
7. We're not just the biggest. We're the best. Clinically-focused. Patient-centered. Evidence-based.
8. We're more than a vendor. We're your partner.
9. Our client partners love working with us. You will, too.
10. Our number one focus is patient health and safety.

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Teamwork. We value our team diversity. Our differences, backgrounds and experiences make us better.

STAFFING MODEL

We recognize that a collaborative effort between the medical and behavioral healthcare providers is a key component of our delivery system and enhances the outcomes of our patients. Because of the high rates of mental illness and the previously unmet medical needs of the inmate population prior to incarceration, it is paramount to embrace a delivery system of this type. For example, in order for the special needs of individuals with chronic diseases such as HIV/AIDS, Hepatitis C, and cancer to be managed optimally, all disciplines must work diligently together. This integration of care by both the medical and behavioral health providers is a hallmark of Corizon Health's healthcare delivery system, whether we are the provider of comprehensive services or solely the medical or behavioral health provider.

PARTNER LOCATIONS

Corizon Health provides quality healthcare services to our clients at 429 facilities serving over 320,000 patients in 25 states. With its corporate headquarters in Brentwood, Tenn. Corizon Health is the leading provider of correctional healthcare services in the United States.

CCREDITATIONS AND INDUSTRY PARTNERS

NCCHC

AMERICAN JAIL ASSOCIATION
CORPORATE MEMBER

ACA
FOUNDED 1870

NPSF
National Patient Safety Foundation®

Corizon Health's expertise in facilities accreditation can help you meet and exceed the standards of local, state and national agencies. We have extensive experience working with theNational Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the National Sheriffs Association,(NSA) the American Jail Association,(AJA) the National Patient Safety Foundation(NPSF) and multiple local and state organizations.

Whether or not a facility where we provide healthcare is accredited, awareness and compliance are part of our employee orientation, training and continuing education. NCCHC and ACA standards are the basis for our policy and procedures, as well as the foundation of our clinical and operational programs. Because of this, Corizon Health has a 100% success rate in obtaining and maintaining accreditation in every facility of ours in which accreditation is required.

A CULTURE OF PATIENT SAFETY

NPSF
National Patient Safety Foundation®

Corizon Health's company culture includes an emphasis on open communication and transparency, teamwork and accountability. These same goals provide the foundation for our corporate commitment to a culture of patient safety.

Corizon Health recognizes excellence in patient safety as a journey, rather than a destination. We are always striving to enhance the quality of the healthcare we deliver, ever mindful of safety, efficacy and cost-effectiveness.

Corizon Health has partnered with the National Patient Safety Foundation (NPSF) with the core mission of "improving the safety of care provided to patients." We are the first correctional healthcare provider to be a member of the "Stand Up For Patient Safety" organization and the only provider to have a Chief Quality Officer.

Corizon Health is committed to:

- Promoting a culture of patient safety
- Enhancing teamwork and communication across the continuum of care at all levels of the organization
- Seeking new resources to build organizational awareness for patient safety, employee engagement and accountability
- Complementing current Corizon CE training with the NPSF Professional Learning Series
- Facilitating Company-wide organizational learning and process improvements
- Participating in NPSF Annual Patient Safety Awareness Week

Corizon Health has endorsed the NPSF report Free from Harm: Accelerating Patient Safety Improvement Fifteen Years after To Err is Human. As an endorsement organization we support and participate in the report's strategic recommendations for advancing progress in patient safety. Corizon Health is striving to achieve a meaningful, proactive, total systems approach, balanced with Corizon SMART values, as a roadmap to advance patient safety moving forward.

To learn more about the National Patient Safety Foundation, visit www.NPSF.org.

COMMUNITY INVOLVEMENT

Community Involvement

Corizon Health's mission is to deliver safe, effective and efficient services using clinical best practices and evidence-based medicine. But along the way, we want to be effective and impactful members of the

communities we call home. It starts with our employees. Their compassionate hearts find numerous ways to contribute to a number of programs, charities and other initiatives.

Whether it's donations to local civic groups, running in local marathons or campaigns to raise money and awareness for international cancer research organizations, our employees show they care through a variety of outreach efforts. Our job is to provide care. And we don't limit that to correctional healthcare. We care about our employees, our families and our communities. Listed to the left are some examples of Corizon Health team members' participation in local communities:

COMMUNITY INVOLVEMENTHEALTH & WELLNESS

Importance of giving blood highlighted for Corizon Nurse

Donating blood recently became personal for a Corizon Health team member at Holmes Correctional Institution in Bonifay (FL). Crystal Pearson, LPN, who coordinates blood drives at Holmes CI, learned during a routine screening a few months back, that her blood level was extremely low. She was immediately referred to an emergency room, where she was given needed blood.

Crystal coordinates her blood drives through One Blood, a non-profit responsible for providing safe, available and affordable blood to 213 hospital partners and their patients in the state of Florida.

Team Members join the "Race to the Amazon" Charity 5k

Corizon Health team members recently joined together for the Race to the Amazon Charity 5K marathon. The team won the "Team Spirit Trophy" for having the most participation by a group. The event was held to help sponsor a mission trip to Brazil by a local organization in Hamilton, Florida.

Corporate Headquarters participates in National Get Fit, Don't Sit Day

Recently more than 2,700 businesses and organizations joined the American Diabetes Association for the first National Get Fit, Don't Sit Day. As part of the day, Brentwood (TN) team members were invited around lunch to get up and walk together – a total of a mile around the office building area.

The National Get Fit Don't Sit Day is centered around a commitment to get up and move at least 90 minutes throughout the day, since changing sedentary habits is one of the most effective ways to prevent type 2 diabetes.

CORIZON HEALTH CLAIMS

CORIZON HEALTH CLAIMS

This page is designed to give our community partners a simple, comprehensive claims solution.

For information regarding the provision of services and reimbursement for costs, please choose from these two choices, 1) new Clients since June, 2011/Legacy Correctional Medical Serivices (CMS) and 2) Legacy PHS Correctional Healthcare.

Click here to take our provider satisfaction survey.

LEGACY CMS PROVIDERS (OR NEW CLIENTS SINCE JUNE, 2011)

Welcome to the Corizon Health Community Provider page. This page provides important information to our valued community partners regarding the provision of services for Corizon patients and the reimbursement process, as well as contact information.

Below you will find frequently asked questions and answers.

Have a question that you couldn't find here? Contact our customer service team at:

888.865.2910.

DO I NEED AN AUTHORIZATION FOR SERVICES TO BE PROVIDED?

Yes. Authorization for specific services will be obtained by the correctional institution before the inmate is scheduled for his or her appointment. When the appointment is made, the correctional institution should provide an authorization number for your records. Any questions regarding the authorization should be directed to the medical staff at the referring correctional institution. When the inmate arrives for an appointment, the correctional officer should provide an authorization letter to you. If you do not receive the authorization letter at the time of the appointment, contact the correctional institution from which the patient has been referred.

Services must be authorized before the claim is processed and payment can be made; however, authorization does not always guarantee payment.

Please place the authorization number on the claim form in box 23 of the CMS 1500 and box 63 of the UB-04.

WHERE DO I SEND THE CLAIMS?

HOW DO I CHECK STATUS ON A CLAIM I HAVE SUBMITTED?

WHAT IF I HAVE QUESTIONS OR CONCERNS REGARDING THE REIMBURSEMENT I RECEIVED ON MY CLAIM?

IS THERE ANYTHING ELSE I NEED TO KNOW ABOUT PROVIDING SERVICES TO A CORIZON HEALTH PATIENT?

CORIZON HEALTH NEWS

09/ 22/ 2016

CORIZON HEALTH-BACKED DOULA PROGRAM IN ALABAMA'S TUTWILER PRISON EXPECTED TO IMPROVE FAMILY OUTCOMES

Montgomery, AL (September 22, 2016) – The doula program for pregnant women at Alabama's Tutwiler Correctional Facility was featured Friday (Sept. 16) at the women's health steering committee for the Alabama Department of Public Health. Ashley Lovell, executive director of East Alabama Birth Village, told the women's health committee that she...

09/ 09/ 2016

CORIZON HEALTH APPOINTS HEALTH INDUSTRY VETERAN AS CHIEF OPERATING OFFICER

Jim Donovan brings track record of growth to the company Brentwood, TN (September 9, 2016) — Corizon Health Chief Executive Officer Karey Witty has tapped Jim Donovan for the role of Chief Operating Officer. Donovan, an accomplished health industry leader, has been the architect of growth in many prior ventures serving the Medicaid,...

08/ 24/ 2016

MISSOURI DEPARTMENT OF CORRECTIONS EXTENDS CONTRACT WITH CORIZON HEALTH

Brentwood, TN (August 24, 2016) - Longstanding Corizon Health client partner the Missouri Department of Corrections (MODOC) has extended its contract with Corizon Health to provide integrated healthcare services. Thanks to the strong partnership our Missouri team has forged with this client over the past 24 years we will be continuing to provide...

05/ 26/ 2016

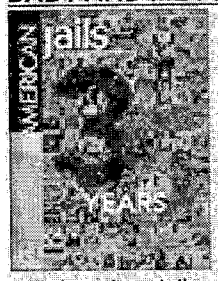
CORIZON HEALTH TEAM RUNS THE "GREEN MILE" FOR BIG BROTHERS BIG SISTERS

TDOC-sponsored race raises more than $9,000 for Middle Tennessee organization Brentwood, TN (May 26, 2016) - Corizon Health, the nation's foremost provider of correctional healthcare, fielded a team of 31 runners and walkers to support the Tennessee Department of Corrections' fundraising effort for Big Brothers Big Sisters of Middle Tennessee. All told, the...

INDUSTRY NEWS

05/ 27/ 2016

BABY AND ME PROGRAM SEEKS TO PROVIDE FOR NEEDS OF PREGNANT INMATES



AJA American Jails—(Jan/Feb 2016)—In Okaloosa County, Florida, we have begun a unique program, aptly named "Baby and Me." This program evolved as a result of the many patients...

05/ 27/ 2016

DEMENTIA IN THE INCARCERATED: READY OR NOT?



Corrections Forum—(Sept/Oct 2015)—Case Study: A.C., an 82-year old male with diabetes, hypertension and coronary artery disease, was a first-time offender who entered the correctional system at an...

05/27/2016

DISPENSING MEDICATIONS: POLICIES AND PROCEDURES

Corrections Forum—(Sept/Oct 2015)—Studies show that inmates are biologically older than their chronological age, often by more than a decade. They also tend to have more health issues than...

CORIZON CONNECTIONS

09/21/2016

SOCIAL WORKER ASSISTS STATE IN PROCURING EMERGENCY HOUSING FOR DISABLED PATIENT

Somerset County, N.J., Corizon Health Social Worker Jennifer Seminara recently demonstrated an outstanding commitment to a patient – and to Corizon Health's SMART values – Safety, Motivation, Accountability, Respect, and...

09/16/2016

HEALTH SERVICES ADMINISTRATOR HONORED TWICE AT RIVERSIDE REGIONAL JAIL, VIRGINIA

HSA Kelli Rogers with Superintendent Jeff Newton Kelli Rogers, Health Services Administrator (HSA) for Corizon Health at Riverside Regional Jail Authority (RRJA) in North Prince George, Virginia, was recently recognized...

09/12/2016

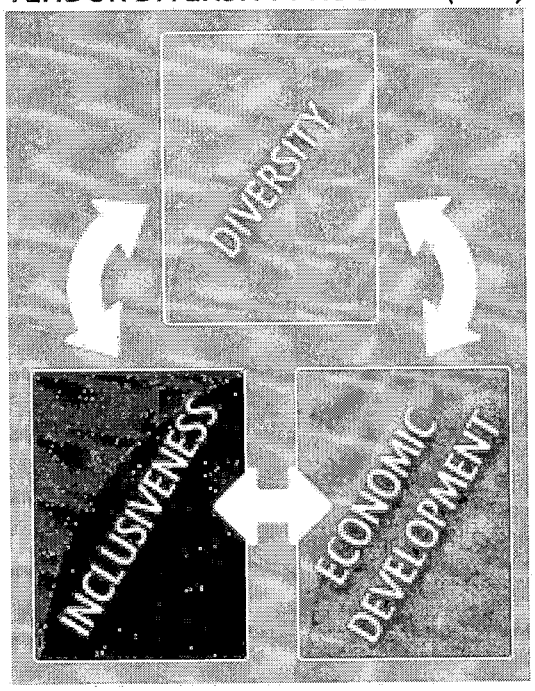
EMORY UNIVERSITY AWARDS FULTON COUNTY AN "EMMY" FOR HIV SCREENING PROGRAM

The Corizon Health team in Fulton County, Georgia has received an "Emmy Award" from Emory University recognizing their work in creating a nurse-led HIV screening program at the Fulton County...

- Vendor Diversity Program Description
- Vendor Identification & Selection
- Program Specifics
- FAQ
- Program Application

VENDOR DIVERSITY PROGRAM

VENDOR DIVERSITY PROGRAM (VDP) DESCRIPTION



Corizon Health has a company-wide commitment to promote the growth and development of qualified small, minority, women, and disadvantaged owned businesses ("Diverse Businesses"). This program, known as Corizon Health's Vendor Diversity Program, supports and fosters inclusiveness, diversity and economic development in the correctional healthcare industry through identification and evaluation of Diverse Businesses for contracting and procurement activities. Corizon Health is dedicated to providing Diverse Businesses the opportunity to participate in all areas of procurement, including vendor, provider and supplier activities.

Corizon Health has over 35 years of history working with local and small business, as well as an annual spend of over $55 million with diverse businesses across the country. Our efforts are designed to create and increase business opportunities for all by promoting job development and economic growth in the geographical areas where Corizon Health conducts business.

Corizon Health strives to conduct business in a fair and ethical manner in keeping with its Code of Conduct and Business Ethics. The Corizon Health Vendor Diversity Program applies to all firms or institutions regardless of the business owner's race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age, or status as a special disabled veteran or other veteran. The Corizon Health program complies with all applicable federal, state and local laws, including anti-discrimination laws and laws governing the use of Diverse Businesses.

VENDOR DIVERSITY PROGRAM

PROGRAM SPECIFICS

Corizon Health's Vendor Diversity Program seeks to identify and engage small, minority, women and disadvantaged businesses who are able to provide a sustainable competitive advantage to Corizon Health in the areas of productivity, cost, quality and flexibility to ensure growth.

The qualities Corizon Health seeks from all of its vendors:

- Quality — We set high standards of performance for ourselves and the services we deliver. We expect the same from our vendors, in areas such as quality, responsiveness, service commitments and transparency. These standards are detailed in the vendor contract agreement.
- Customer Focus — We seek companies that are committed to the same or better customer service goals and objectives.
- Cost Savings — We seek vendors who continually focus on ways to help us lower our costs through savings in all areas.
- Innovative Business Solutions — We want companies to join our team who are willing to work toward continuous quality improvement and more efficient products and services.
- Technology — We look favorably on companies who take advantage of technology to maintain a competitive edge and improve their responsiveness.

Corizon Health is seeking to identify and recruit Diverse Businesses who deliver products and services in the following areas:

- Laboratory services
- Dialysis services
- Medical services
- Dental services
- Pharmacy services
- Medical and dental supplies
- Office supplies
- Oxygen supplies
- Medical and Bio-hazardous waste removal
- Mobile radiology, mammography, ECG and EKG services
- Printing and promotional items vendors
- Shipping vendors
- Medical reference books
- Free standing radiology supplies and services
- IT Services
- Re-entry, social services program compliments
- Medical transport services
- Physical, Occupational and Speech Therapy
- Interpretation and Language Services
- Other healthcare related services

Profile of ideal vendor qualifications:

- Strong, well-defined products and services that match the needs of Corizon Health and its clients
- Competitive, industry-based pricing for services
- Strong commitment/capabilities in business development
- Business classifications for small business, women-owned, or minority-owned business
- Solid business practices
- Ability to consistently deliver goods and/or services to Corizon Health's entities and client facilities, wherein Corizon Health conducts business
- Past performance track record

Premium Vendor Characteristics:

- Specific interests and/or previous experience in correctional healthcare
- Geographic presence
- Mobility and ability to scale, or expand
- Strong past performance
- Industry-recognized awards and recognition

CORIZON™

Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Indiana Department of Correction	
Years of Service	**6 Years** September 2005-Present
ADP	26,818
Scope of Services	Medical, dental, pharmacy, mental health, substance abuse and third party administration
Corizon Entity	Corizon, Inc.
New Mexico Corrections Department	
Years of Service	**5 Years** July 2007-Present
ADP	6,558
Scope of Services	Medical, dental, pharmacy, psychiatry, and third party administration
Corizon Entity	Corizon, Inc.
Alabama Department of Corrections	
Years of Service	**5 Years** November 2007-Present *This contract was also with our sister company, Corizon Health, Inc. from November 2003 – October 2007.*
ADP	25,639
Scope of Services	Medical, dental, pharmacy, utilization management, third party administration
Corizon Entity	Corizon, Inc.
Michigan Department of Corrections	
Years of Service	**3 Years** April 2009-Present *This contract was also with Corizon, Inc. from April 1998 – March 2009.*
ADP	42,772
Scope of Services	Medical staffing and management services and third party administration
Corizon Entity	Corizon Health, Inc.
Tennessee Department of Correction	
Years of Service	**3 Years** January 2010-Present
ADP	19,839
Scope of Services	Medical, mental health (awarded to Corizon in 2012), dental, pharmacy, utilization management and third party administration
Corizon Entity	Corizon, Inc.

CORIZON™

Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Missouri Division of Offender Rehabilitation Services/Department of Corrections	
Years of Service	**20 Years** December 1992-Present
ADP	30,608
Scope of Services	Medical, dental, pharmacy, utilization management, and third party administration
Corizon Entity	Corizon, Inc.
Arkansas Department of Corrections	
Years of Service	**15 Years** July 1997-Present
ADP	14,374
Scope of Services	Medical, dental, pharmacy, psychiatry and third party administration
Corizon Entity	Corizon, Inc.
Minnesota Department of Corrections	
Years of Service	**14 Years** July 1998-Present
ADP	9,301
Scope of Services	Medical and psychiatry staffing, utilization management, pharmacy, and third party administration
Corizon Entity	Corizon, Inc.
Wyoming Department of Correction	
Years of Service	**7 Years** July 2005-Present *This contract was also with Corizon, Inc. from June 1999 – June 2005.*
ADP	1,922
Scope of Services	Medical, dental, mental health, and third party administration
Corizon Entity	Corizon Health, Inc.
Idaho Department of Correction	
Years of Service	**7 Years** July 2005-Present *This contract was also with our sister company, Corizon Health, Inc. from October 1996 – September 2001.*
ADP	5,080
Scope of Services	Medical, dental, pharmacy, limited mental health and third party administration
Corizon Entity	Corizon, Inc.

New Health Care Provider Picked for Oregon Jail after Audit Criticizes Corizon

Loaded on NOV. 30, 2015 by Mark Wilson published in Prison Legal News December, 2015, page 22
Filed under: Naphcare, Corizon, Corrections Audits, Medication, Private Contractors, Eighth Amendment. Location: Oregon.
Share:

New Health Care Provider Picked for Oregon Jail after Audit Criticizes Corizon

by Mark Wilson

A Birmingham, Alabama health care company has taken over medical care at the Washington County jail in Hillsboro, Oregon in the wake of a scathing audit that led county officials to terminate a contract with Corizon Health two years early. The audit found that a lack of county oversight of the Corizon contract resulted in inadequate prisoner medical care and cost the county hundreds of thousands of dollars.

Birmingham-based NaphCare, Inc. assumed control over health care at the jail on June 1, 2015 under a contract to provide services to the approximately 570 prisoners at the facility.

"We are eager to embark on this partnership with NaphCare. They are an organization that shares our commitment to value-driven service while providing progressive medical care within our jail," Sheriff Pat Garrett said in a statement.

In addition to selecting a new provider for jail health services, county officials stripped the Washington County Department of Health and Human Services of its responsibility for overseeing the contract, instead appointing the county Finance Department to do so.

A 34-page report issued by County Auditor John Hutzler in November 2014 deliberately avoided directly evaluating the quality of prisoner healthcare at the jail, instead pointing out inadequacies based on what the audit found in the county's monitoring of the Corizon contract.

"Evaluating the quality of care provided to inmates was beyond the scope of this audit, and we express no opinion on the quality of care provided," the report stated. However, it added, "We did review the processes implemented by the contract administrator to monitor quality of care and concluded they did not provide the County with reasonable assurance that quality care was being provided."

News reports published in The Oregonian described lawsuits against the Washington County jail, including one filed by former prisoner Alexander Heap, 34, alleging medical negligence. Heap filed suit in federal court in March 2014 against the county, Corizon and several jail medical workers and guards, claiming he was mistreated during his approximately three-month incarceration at the facility.

His complaint alleged the jail had a defective health care policy, and that jail staff and Corizon were negligent and intentionally inflicted emotional distress by denying and delaying medical treatment.

"This is not unusual behavior at Washington County jail," the complaint said. "The jail does not give inmates or pretrial detainees medical attention when it is needed, instead ignoring inmates' medical issues." Heap settled his lawsuit with Corizon in February

2015. See: Heap v. Wortham, U.S.D.C. (D. Ore.), Case No. 3:14-cv-00105-ST.

In another lawsuit filed in May 2014, former prisoner Marco Antonio Jiminez Ramos claimed he was forced to take the wrong medications while he was held at the Washington County jail over a five-week period starting in mid-March 2013, which caused a myriad of additional health problems. His lawsuit accused jail officials of violating his Fourth, Eighth and Fourteenth Amendment rights.

"Defendants' unlawful acts and omissions caused plaintiff extensive damages, including vomiting blood, defecating blood, loss of appetite, extreme panic attacks, pain and suffering, humiliation, mental and psychiatric problems, anxiety, nervousness, fear, trauma, emotional distress, paranoia, depression, nightmares, and related serious medical needs," the complaint stated. Ramos settled his suit in December 2014. See: Ramos v. Washington County, U.S.D.C. (D. Ore.), Case No. 3:14-cv-00778-BR.

Instead of citing health care inadequacies directly, Hutzler's audit focused on staffing violations that created inadequate conditions at the jail, using a budgetary analysis to make the point. The audit found that Corizon and jail officials had violated the terms of their contract by failing to properly monitor prisoner health care.

"The contract ... required that all jail healthcare services be reviewed and evaluated for quality of care through established and regularly performed audits," the report stated. "We found no evidence that these audits had been performed. Although [Corizon] represented that it had a quality assurance program, it did not report the results of its quality assurance audits to the MAC (Medical Audit Committee) or the contract administrator."

Further, Hutzler cited the contract administrator – an individual he later refused to name – for failing to ensure that Corizon kept an adequate number of qualified employees on duty at the jail during all shifts. As a result, the administrator "did not require the contractor to report staffing in sufficient detail to determine whether staffing specifications were met or whether the staffing actually provided was adequate to ensure quality of care."

Consequently, the audit continued, Corizon was paid for health care services it did not provide. "We estimate the value of the minimum specified staffing that the county didn't receive between July 1, 2008, and June 30, 2012, to be at least $350,000," Hutzler wrote. The county was forced to pay additional costs for outside medical care when Corizon staffers were not on duty.

"Failing to enforce minimum staffing requirements may also have increased other County costs for jail healthcare," the audit stated. When the Medical Director's hours dropped more than five hours below what was required by the contract, "the average number of referrals to external physicians was 42% higher, and the average number of deputy transports for medical care was 48% higher," according to the report. "Deputy transports, and additional hospitalizations, ER visits, external referrals and pharmaceutical expenses resulted in additional costs to the County beyond the contract fee."

The audit further found that the contract with Corizon created cost overruns because it was not administered in accordance with the county's guidelines and best practices, it contained certain terms that did not adequately protect the county's interests, and the county didn't forecast and include sufficient funds in the jail's budget to cover all costs.

Corizon was entitled to a four-year extension of its $8 million two-year contract, but the audit led county officials to cut the extension in half until competitive bids could be sought to improve medical care at the jail.

One condition of Washington County's new contract with NaphCare is that the company is subject to accuracy checks from a third-party auditor who will examine hospital billings. The contract also tightens budgetary controls and health service requirements, and includes specific staffing criteria for day and night shifts at the jail. Such contractual provisions are a good idea considering that NaphCare, a for-profit company, has the same business model as Corizon and thus the same financial incentives to skimp on staffing and medical care for prisoners.

Sources: The Oregonian; www.oregonlive.com; www.naphcare.com; "Audit of Jail Healthcare, Final Report," Washington County, Oregon (November 24, 2014), available at www.co.washington.or.us

More Jurisdictions Don't Renew Corizon Contracts – Including Big Loss in New York City

Loaded on SEPT. 24, 2015 by Greg Dober published in Prison Legal News October, 2015, page 20

Filed under: Corizon, Contractor Misconduct, Private Contractors. Locations: New York, Pennsylvania, Texas, United States of America.

More Jurisdictions Don't Renew Corizon Contracts – Including Big Loss in New York City

by Greg Dober

Recent news for for-profit prison and jail healthcare provider Corizon with respect to contract renewals has not been good. In June 2015, it was announced that two of the company's clients, the New York City jail system – including Rikers Island – and the Allegheny County Jail in Pennsylvania, would not be renewing their contracts with Corizon to provide medical services to prisoners. In both cases, the contracts were not renewed due to issues related to the company's performance.

The jails are at opposite ends of the size spectrum, with Rikers holding approximately 11,000 prisoners and the Allegheny County Jail housing approximately 2,000. Yet Corizon was unable to effectively manage either facility, resulting in the loss of the contracts. Both New York City and Allegheny County chose not to have the contract rebid to any of the other large private medical care providers, such as Centurion, Naphcare or Wexford Health Sources.

Additionally, according to an April 2015 news report, "since 2012, Corizon has lost statewide contracts covering 84,000 inmates in Maine, Maryland, Minnesota and Pennsylvania." [See: *PLN*, March 2014, p.1]. Corizon also lost its contract to provide medical care in Tennessee prisons, while the District of Columbia recently decided not to contract with the company for its jail system and the Florida Department of Corrections is rebidding Corizon's medical care contract following reports of an increasing number of prisoner deaths.

New York City and Rikers Island

On June 10, 2015, New York City Mayor Bill de Blasio announced he would not renew Corizon's contract to provide healthcare at Rikers Island and other city jails; the $126.6 million contract is set to expire

on December 31, 2015. According to *DNAinfo New York*, the company's contracts are actually worth over $400 million. Corizon was awarded a $126.6 million contract for management of medical services in the city's jail system. The city also awarded Correctional Medical Associates of NY (CMA of NY) a $270 million contract to provide health care to jail prisoners, and awarded Correctional Dental Associates of NY (CDA of NY) $8.98 million to provide dental care. CMA of NY has the same corporate address as Brentwood, Tennessee-based Corizon, and prior to 2012, CDA of NY was registered as PHS Dental Services, Inc. PHS, or Prison Health Services, was a predecessor to Corizon. [See: *PLN*, July 2015, p.1].

Corizon (and previously PHS) had provided health care at New York City jails since 2001. According to media reports, Corizon is allegedly responsible for over a dozen prisoner deaths due to inadequate treatment. The most recent contract, which was renewed in 2012, was awarded despite poor performance by the company in prior years. Incredibly, New York City officials agreed to indemnify Corizon from lawsuits to induce the firm to renew its contract. The *New York Times* noted that Corey Johnson, a city councilman who held hearings on health care at Rikers in March 2015, said Corizon had been a "failure" and the city's decision to indemnify the company was "unconscionable."

Corizon and government officials often note that health care for prisoners is adequate so long as it meets a basic standard of care. At Rikers, even the basic standard was not always met by Corizon. For example, a 20-year-old prisoner who complained of chest pains and difficulty breathing for several days received no treatment for his condition. The prisoner died of a ruptured aorta. In another case, a 32-year-old prisoner complaining of stomach pain and blood in his stools was not given medical care. Only after other prisoners

protested did he receive treatment. However, it came too late and the prisoner died from a bacterial infection.

The worst case of medical neglect at Rikers may be that of Bradley Ballard. Ballard, a diabetic prisoner with severe schizophrenia, was placed in a segregation cell on a mental observation ward on September 4, 2013 for dancing by himself and folding a T-shirt into the shape of a phallic symbol and waving it at a female guard. Little did Ballard realize that such simple, non-violent acts would result in his death at the jail.

Ballard died a week later on September 11, 2013 after he was deprived of insulin and locked in his cell without food or running water, including a working toilet, for several days. The *New York Times* noted that a warden, an assistant deputy warden, guards, doctors, mental health clinicians, nurses and other jail employees made at least 57 visits to Ballard's cell as he slowly deteriorated. Despite his worsening condition, staff did nothing to assist him despite the abhorrent stench of urine and feces emitting from his cell.

Though guards, doctors and other employees were visibly repulsed by the smell, none would help Ballard. When medical personnel finally arrived to remove Ballard from his cell, they handed two prisoner workers a blanket and gloves and instructed them to go in and get him. The prisoners, covering their faces due to the stench, said later that Ballard tried to move but was unable to stand or walk. After he was placed on a gurney and wheeled into the hallway, the medical staff saw that he had tied a rubber band tightly around his genitals, where it had remained unnoticed until the flesh began rotting.

In a subsequent lawsuit filed by Ballard's family, the complaint noted, "Mr. Ballard was clearly on the brink of death, yet he lay neglected on the gurney," and medical staff "held back, unwilling even to touch his body. For an inexcusable period, they continued to stand idly by and

do nothing." The complaint also stated that "On June 3, 2014 following an autopsy ... the Medical Examiner declared Mr. Ballard's death a homicide." See: *Griffin v. City of New York,* U.S.D.C. (S.D. NY), Case No. 1:14-cv-07329-NRB.

In June 2015, the New York City Department of Investigations (DOI) released the findings of its review of Corizon's performance. The report focused on mental health clinicians and aides employed by Corizon, and noted alarming gaps in the company's hiring procedures, including criminal background checks. For example, a Corizon records clerk was arrested when he was caught smuggling a straightedge razor into Rikers; investigators from the DOI ran his prints and found he had done a 13-year stint in prison for kidnapping. Another applicant listed as many as 13 prior criminal convictions, but was hired without a detailed explanation regarding the circumstances of the convictions. Other findings by the DOI included failures to adequately check professional licenses, applicant references and prior employment history. The report criticized Corizon for hiring employees who had few qualifications or did not meet minimum qualifications for mental health aide positions. It also faulted the city's Department of Corrections for requiring the company to obtain fingerprint cards from job applicants but failing to process hundreds of the cards over several years.

Corizon's CEO said he "would have preferred to stay in New York," adding, "If at all possible, one day we'd love to get back."

After Corizon's contract expires at the end of the year, medical care for prisoners in New York City's jail system will be provided by the city's public Health and Hospitals Corporation.

Allegheny County Jail

Following eleven deaths within an 18-month period at the Allegheny County Jail in Pittsburgh, Pennsylvania, county executive Rich Fitzgerald announced that the jail's contract with Corizon would not be renewed after expiring at the end of August 2015.

In September 2013, Corizon was awarded a two-year, $23 million contract to provide health care services to prisoners at the Allegheny County Jail. However, problems with the company's performance began almost immediately. A prisoner jumped from a tier at the jail in October 2013 and was severely injured; he was not transported to the hospital until the following day. Within hours of his transfer, he died at the hospital from injuries sustained in the fall. Early on in the contract there were problems related to the proper and timely distribution of medication to prisoners, lack of adequate recordkeeping procedures, and staffing cuts that resulted in fewer registered nurses, physicians and mental health care personnel.

In 2014 the jail recorded seven medical-related deaths, a rate well above the national average for a facility of its size. The inadequate care provided by Corizon resulted in health care workers organizing with the United Steel Workers of America (USW). That process became mired in litigation against Corizon when, in February 2014, a Catholic nun who worked as a registered nurse at the jail was allegedly fired for union organizing activities. Sister Barbara Finch was dismissed after she openly expressed concerns at a meeting regarding patient safety and care. The USW filed an unfair labor complaint against Corizon over Finch's dismissal, and a settlement was eventually reached that allowed her to retain her job. [See: *PLN,* March 2014, p.1].

During the first five months of 2015, four more prisoners died due to health care-related issues. The first was Frank Smart, Jr., 39. Despite telling staff that he needed his seizure medications, Smart was told he

would have to wait a few days. He died within 48 hours of his arrival at the jail; according to a medical examiner's report, his death was caused by a seizure disorder and being "physically restrained in [a] prone position." One of Smart's nine children, Tiara Smart, filed a wrongful death suit against Corizon and the county in Common Pleas Court in July 2015.

Allegheny County Controller Chelsa Wagner conducted an audit of Corizon's contract. The audit, released in December 2014, cited 14 areas in which the company allegedly failed to perform contractually-required services, ranging from failure to maintain emergency equipment and inadequate staffing to long delays in providing prisoners with physical exams and medication. [See: *PLN,* March 2015, p.30].

Apparently fed up with the many problems related to Corizon's performance, Allegheny County decided not to renew its contract with the company. As of September 1, 2015, the Allegheny Health Network began providing medical care at the jail.

El Paso and Santa Barbara Counties

At the El Paso County Jail in Texas, Corizon had held the contract for health care services since 2009. However, county officials began negotiations with the University of Texas Health System and the Emergence Health Network of El Paso to provide prisoner medical and mental health services at the facility. Corizon's contract expired and the company was granted a six-month extension until December 31, 2015 to continue to provide medical care for prisoners. The expired contract was worth approximately $8 million per year.

In Santa Barbara County, California, the county's contract with Corizon expired on June 30, 2015. Although jail officials wanted to renew the contract, county commissioners granted only a 4-month

extension, putting the $9.8 million annual contract on hold. At issue was deaths of prisoners at the facility, complaints of understaffing and medication shortages.

One of the prisoners who died, Raymond Herrera, 52, was serving 10 days in jail for probation violations. According to a news report, he started having convulsions in his cell in June 2015, then passed out, hit his face against a railing and had another seizure. He was "eventually" taken to a hospital, where he died due to a ruptured spleen caused by cirrhosis of the liver. A local group, Families ACT!, claimed that substandard care by Corizon employees was a contributing factor in Herrera's death.

Conclusion

In a June 2015 interview with The Marshall Project, Corizon CEO Dr. Woodrow Myers noted that losing contracts is part of the business. When asked about contract losses at Rikers Island and in Maine, Minnesota, Pennsylvania and Maryland, Myers replied, "It's a lumpy business, you win some, you lose some."

That attitude may well describe the outcome of the smaller contracts in Allegheny, El Paso and Santa Barbara counties, but for a company that has had its rating repeatedly downgraded by Moody's, a research and risk assessment agency, the loss of the $400 million Rikers Island contract may be more problematic. In Moody's last downgrade of Corizon's bond rating in August 2014, the agency stated, "The rating action reflects the company's continued operating performance weakness and the further deterioration of credit metrics beyond Moody's previous expectations, attributable to recent contract losses, margin declines from competitive pricing pressure on renewed contracts, and delays in the realization of earnings from certain start-up contracts."

Thus, while sometimes "losing some," the loss of the lucrative Rikers contract may become a larger issue for the ratings agency – and a bigger problem for Corizon – than Dr. Myers is willing to acknowledge.

Sources: *www.DNAinfo.com, NY Daily News, The New York Times, Pittsburgh Post-Gazette, CBS2-NY, www.marshallproject.org, NYC Department of Investigations, El Paso Times, Santa Maria Sun,*

The Corizon CEO on Losing Its Contract With Rikers

"You win some, you lose some."

By MAURA EWING

Corizon Health Inc. is the largest provider of correctional health care in the country. All told, it is responsible for the care of 345,000 jail and prison inmates. The privately held company rode a wave of prison privatization, but has come under fire for putting profits ahead of quality care. Most recently, Corizon lost a contract to manage the care of prisoners at New York City's Rikers Island, which we reported is part of a larger trend of cities choosing to go with local providers. Maura Ewing spoke with Corizon CEO Dr. Woodrow Myers about his take on Corizon's recent setbacks, the pros and cons of privatization, the company's penchant for secrecy, and the challenges of correctional health care.

Corizon has had some serious setbacks lately. You just lost the contract for Rikers. Since 2012, you lost contracts in Maine, Maryland, Minnesota, and Pennsylvania. You're getting flak in Florida. How do you explain the company's turn of fortune?

You're right. There have been some losses. There have also been a number of gains as well. There are a total of 40 that have come in since 2012. We're the largest entity in the nation that does this kind of work, we're very responsive, we have to respond to RFPs [requests for proposals] that state and city governments put up. We have 114 contracts now in 27 states. It's a lumpy business, you win some, you lose some. We trade some with our competitors, we take some away from our competitors.

You would argue that there has not been a turn of fortune?

How do you characterize turn of fortune? Certainly we would have preferred to stay in New York. If at all possible, one day we'd love to get back. We'd prefer to have kept all the contracts that you listed. In the last 18 months since I've been here, we've taken the contract with Missouri, we took the mental health contract there. It's a lumpy business, it's a tough business, our competitors are strong and we're in the marketplace working as hard as we can every day. If you're suggesting that we're on the ropes, that's not true. Since 2011, we've retained or won nearly 40 state and county contracts. More than half our clients have been with us for 10 years or more. That's not the profile of a loser, that's the profile of a competitor.

You spent a year, in 1990-91, as health commissioner for Mayor Dinkins of New York. Is Rikers fairly typical of big urban jails, or does it present unusual challenges?

With respect to Corizon in New York, the way that the contract was structured was particularly challenging because we technically reported — and we still do — to the Department of Health and Mental Hygiene, and they had the primary relationship with Health and Hospitals Corporation (HHC[1]), and they had the primary relationship with the Department of Corrections (DOC) and all the other entities that touched on what we did. So there are currently many layers in New York that aren't present in our other contracts.

HHC [1]
Health and Hospitals Corporation (H.H.C.), the entity that oversees New York City's public hospitals and clinics, was recently awarded the contract for Rikers Island jails.

In addition, New York State requires a separate corporation to employ the actual providers of care. So there is a common misconception that the physicians, the dentists, and the nurses belonged to Corizon. That's not true. It's a separate corporation that contracts with the city. Corizon's contract was to provide oversight of management services for payroll, benefits, those kinds of things.

No one knows yet how the mayor intends to structure the relationship for Health and Hospitals Corporation (HHC) or how HHC plans to execute its responsibility. If his intent is to have a single agency manage all the health care related issues for the inmates in the city, that will certainly reduce complexity.

Were there any specific decisions while you were in New York that were made more difficult by the structure?

Just look at the Department of Investigations (DOI) REPORT[2]. Our responsibility was to hire individuals, but Corizon has nothing to do with issuing credentials for the individuals who actually work on the island or in the prison. Nobody goes on Rikers Island without credentials issued by the Department of Corrections, so we follow the processes that we are told to follow by the Department of Health and Mental Hygiene: the Department of Corrections was supposed to do background checks and issue credentials for our employees to work on the island. And of course for a long period of time, we assumed they were doing exactly that, because the credentials were issued and people were allowed to work.

report [2]
A June 10 report by New York City's Department of Investigation faulted Corizon for — among other things — lack of employee screenings and poor oversight that may have led to two inmate deaths. The investigators found that about half of the 185 hires examined had undergone no background check, and that eight had undisclosed criminal records, including one for second degree murder. The report also criticized the Department of Corrections and the Department of Health and Mental Hygiene for failure to oversee Corizon.

I don't think there was any malice, and, I don't want to belittle any agency because, it is really hard to do all the things that are required to be done and to make this a successful venture, but it's just one example of the kind of complexity that we encounter in that kind of environment.

Do you have any advice for the city as it turns to Health and Hospitals Corporation?

Lots. I think I'm in the unique position of having done this twice, and have learned a lot about how tough it is. If I could sum it up in two words: better collaboration. I think there has to be much, much, much more collaboration between Health and Hospitals Corporation and the Department of Corrections than ever existed between the multiple entities that operated it before.

I think that the number one piece of advice I would give to the city moving forward is they need to establish an oversight process by the leadership of HHC and the leadership of DOC that is inviolable, and that those two leaders must be involved in the tough decisions and must make sure their people are following through on the efforts that they want to put in place.

Mayor Bill de Blasio seems to feel (at least one of his deputies has said) that basic services like health care for jail inmates should not be outsourced to for-profit companies, which don't have roots in the community and have an incentive to skimp on quality service.

For-profit companies, not-for-profit companies, we all have similar challenges in that we have to find a way to provide services to a very difficult population in the glare of the public spotlight.

What would you say to the specific critique that Corizon can't do a good job because it doesn't have roots in the community?

The huge, overwhelming majority of folks that are actually providing the care were born, raised, lived in, were educated in, love, and will stay in New York. So the notion that folks from one of those red states out in the Midwest that we're in are taking care of New Yorkers is just wrong. Our staff in New York loves New York. Our staff in Arizona loves Arizona. The staff in Florida loves Florida — it's not as if the folks that are providing the care are foreign in some way to the city. They are not.

Is there any advantage to having affiliates or subsidiaries in the city you're serving?

We have a headquarters in New York City. It's an office where all of the leaders for that contract work and so the leadership for the Corizon health team in New York City is right there, it's like a block from the jail. The notion that things are being run from Tennessee is just wrong.

Does Corizon have a relationship with local clinics?

We are taking care of city patients, so the vast majority of the care that's provided while they're incarcerated is through HHC facilities in New York City when it's not through us. So for instance, let's say a guy gets appendicitis in the jail. We say okay, he needs an appendectomy. We send him to Bellevue or to one of the other New York City hospitals depending on where he's located. HHC physicians will confirm the diagnosis, take him to the operating room, take out his appendix, help him to start recovering and then take him back to the island to finish his or her sentence.

If we had been asked to stay, I would have continued talking with HHC to get them more involved in the continuity of care, especially after release. We would also have worked to collaborate more with them because I think that's a good thing for our patients. And not just for when patients are in custody — with the Affordable Care Act and with Medicaid expansion, we have more tools to connect inmates with providers and services on the outside after they're released, which is important. Shoring up that continuity-of-care will serve the city well.

Do you sense that privatization in the field of incarceration — prisons and prison services — is on the rise, or is it suffering some kind of backlash? Do you sense that the momentum has shifted one way or the other since you became CEO in October 2013? What's the advantage of having these facilities run and serviced by for-profit companies?

The total number of patients in jails and prisons being taken care of by private companies today is as high as it's ever been, as states and cities figure out that healthcare provision is hard work. There are lots of rules, lots of regulations, lots of changes that are being made to protect patients. The costs are very difficult to manage if you don't do this kind of work every day, which is why we have about 350,000 patients nationwide.

The states and cities that had been doing this work have figured out, "Hey look, we don't have the skill or the expertise to stay as close to this as you guys, so help us out." We also are very involved in the challenges of recruiting these physicians and nurses and providing them the support that they need in order to stay current in the field. That's not a core competence of city or state government so it's a very difficult challenge.

It's more challenging outside of New York than inside because New York does have HHC, which is an entity that is very strong and is very involved in all of the above, so New York is a little different situation. But in most places they have decided in recent years, "Hey look, we would rather have you guys help us out with this rather than continue to try and figure out how to do it ourselves."

Do you sense that the momentum has shifted since you became CEO in 2013?

I think that the advocacy has intensified. Social media certainly contributed to that. We get a lot more inquires now from concerned media outlets, a greater variety of sources than we ever have, absolutely. Since I've become CEO, we have worked even harder to tell our story so that our team members know that our number one goal is to deliver terrific clinical outcomes, that our patients, we treat them with dignity and respect.

Is it a very tough business for us? Absolutely it is. Is it probably going to get tougher before it gets easier. Do we succeed 100 percent every day? No, we do not. The hundreds of thousands of visits that we have, we succeed far more often than most folks know. When those failures do occur, we try to make sure that we learn from them. That's the same thing that happens every day in every single clinic or hospital across the country. Some people want to portray us as an industry whose goal it is to provide as little care as possible and make as much money as possible. That's simply not true. Our vision is that we'll provide quality health care and reentry services that will improve the health and safety of our patients, reduce recidivism, and better the communities where we all live and work.

Corizon is simultaneously being accused by critics of cutting corners on health care, and by business analysts for not making enough money (Moody's bond rating for Corizon was recently downgraded). What's got to give?

You've nailed it. Our job is to walk the line. Our job is to provide all the care that a patient needs and only the care that a patient needs. Our job is to use the funds that are provided in the most efficient way possible. And we get hit from both sides. We get hit not just from some of the ratings agencies and the advocates that you cited, but from the everyday citizen that ask the question, Why can't inmates get whatever care they need? And let's get them completely serviced up in whatever elective procedures they want because now they're your responsibility and you should just give them whatever they or their families can possibly imagine. Then you've got folks on the other side saying, Why are you giving them anything at all? These are people who have committed very bad crimes and done very bad things, why should they get their disease treated, and I can't get mine treated? Why should my tax dollars pay for their care and they're not paying for my care? We get it from all sides. But that's the business that we're in, so we've got to be tough.

Corizon Website

One of the complaints about for-profit providers generally, especially those that are privately held like Corizon, is a lack of transparency. When Corizon was questioned by the news media in Florida during a contract renewal, the company initially tried to prevent the release of its LITIGATION HISTORY, claiming it was a "trade secret."

litigation history [3]
There have been more than 1,300 lawsuits against Corizon in the past five years.

Private companies are not under the same obligation to release documents as are public companies. True fact, legally correct, and it's different in every environment. If you're a federal contractor, it's different than if you're a state contractor, it's different if you're a county contractor, it's different if you're in New York vs. Florida vs. wherever you are. So, number one, we follow the law whatever that law is in whatever jurisdiction we're in.

Secondly, we don't provide information that in a competitive business environment can be used by our competitors, that can be used to figure out what innovations we are offering, how we're pricing, what our costs are etc., etc., because the more information they have on us, the easier it is to compete against us. We don't want to make that easy for them at all. The Ford Motor Company doesn't go around and show its plans for a Taurus to GM. GM doesn't show its plan for its new Chevy Volt upgrade to Ford. It's that kind of a business issue that we face in our business as well.

How would litigation history be useful to your competitors?

Litigation is a very complicated area, but the bottom line is that the vast majority of lawsuits are unfounded — are either dismissed or settled. That is because in the United States of America, it is very easy to sue people and to make allegations in statements, especially when it comes to health care, because the laws allow the individual making the accusation to say whatever the heck they want and the laws prevent us from telling what we believe to be the truth because of issues concerning privacy. So if you say that your dad was mistreated in my care and I didn't, as a doctor or the nurse, do the requested test or procedure, folks like yourself will write that down dutifully and come to me and ask the question: is it true or not? I always have to say to you by law I cannot comment on that because of the HIPAA privacy rules, that's the way it works in the United States today. It clearly puts us in an awkward position because we actually know the answers to the questions. That's why it looks as if we are hiding stuff when we're not legally able to give an answer proving we did what we thought was right.

Every single one of my patients has a lawyer, and most of them haven't been paid. They're hungrily looking for any opportunity that they can to find a way to take advantage — in my opinion — to take advantage of our legal system. So we are a frequent target for accusations of something happening in the facility that may or may not have been related to us or that we may or may not have been involved in. But remember that these guys come — and some women, but mostly men — having not had health care in many cases for a long period of time.

The interview has been edited for length and clarity.

ORIGINALLY FILED Tuesday, June 16, 2015 at 12:42 p.m. ET

EXHIBIT B

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- The request meets DOC or Wexford Health guidelines or meets InterQual criteria.
- The request is for post-op follow-up visits are within the global period.

NOTE: All referral requests must have the determination communicated to the site within five (5) business days from the date of the collegial review.

Utilization Management Pre Certification Process

Scope of Review

The Wexford Health program will perform utilization management(UM) for the ADC on all inpatient services, all outpatient or specialty services including office visits, select onsite clinics, diagnostic and surgical procedures, durable medical equipment, prosthetics, and select other ancillary services.

The UM process focuses on:

- Medical necessity, using InterQual criteria
- Appropriateness of service considering the individual circumstances; medical history; comorbidities; chronic, stable and pre-existing conditions; patient compliance, and; risk factors
- Appropriateness of the level of care for surgery and procedures to determine the need for inpatient or outpatient setting
- Length of stay (LOS) using Milliman as a baseline for LOS assignment
- Appropriate utilization of infirmary capabilities to manage inmates' patients' continuity of care
- Department of Corrections mandates
- State regulations

Any Interstate Compact inmate requiring emergent care off site should have those services completed thru the receiving facility and then subsequently reported to Wexford within 24hours, using the number listed below.

Any elective or urgent services need to be pre authorized thru the Wexford Health Services Utilization Management Department.

Failure to obtain prior authorization for elective and non-emergent /urgent services from the Arizona UM provider may find those claims not covered by the Arizona Department of Corrections.

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Wexford Contact Numbers /Claim Submission Information

Contact numbers are listed below. Claims with the appropriate authorization number can be forwarded to the address below.

Phone: 1-877-WEX-AUTH (877-939-2884) or 1-800-353-8384

Fax: (412) 937-9151

All invoices must include the reference number. Send invoices to:

WEXFORD HEALTH SOURCES, INC.
ATTN: CLAIMS DEPARTMENT
P.O. BOX 16471
PITTSBURGH, PA 15242-0771

Final determination regarding transfer of the inmate back to the home state will be made by the parent DOC Medical Director.

2.1.8.2 Inmate Maintenance

The Department houses other state's inmates within Arizona State Prison Complexes. The Department annually houses between 80 and 100 inmates from other states. The Contractor shall be responsible to provide normal inmate maintenance to include health, dental and mental health services. The Contractor shall contact the sending state for advance authority in writing before incurring any extraordinary health care expense. In an emergent situation, the Contractor may proceed with the necessary treatment without prior authorization, but in every such case the Contractor shall notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated cost thereof. The Contractor is responsible for billing and receiving payment from the sending state for extraordinary health services expenses incurred. (RFP §2.1.8.2)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.8.2, which explains that the Department houses other state's inmates within Arizona State Prison Complexes, and annually houses between 80 and 100 inmates from other states. We understand and agree to provide normal inmate maintenance to include health, dental and mental health services. We further understand and agree to contact the sending state for advance authority in writing before incurring any extraordinary health care expense, and that, in an emergent situation, we may proceed with the necessary treatment without prior authorization. In every such case, Wexford Health agrees to notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated cost thereof. We agree to be responsible for billing and receiving payment from the sending state for extraordinary health services expenses incurred.

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2.1.8.3 Humane Care

All inmates confined in an institution per the provisions of the Interstate Compact shall be treated in a reasonable and humane manner and shall be cared for and treated equally with other inmates. (RFP § 2.1.8.3)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.8.3 to ensure that all inmates confined in an institution, per the provisions of the Interstate Compact, are treated in a reasonable and humane manner and cared for and treated equally with other inmates.

2.1.9 Full Risk Contract

A resultant Contract from this Request for Proposal shall be full risk to the awarded Contractor based on a fixed per day per inmate capitation rate to be invoiced and paid twice a month. (RFP §2.1.9)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.9 with the resultant Contract from this RFP which will be full risk to Wexford Health based on a fixed per day per inmate capitation rate which will be invoiced and paid twice a month.

2.1.9.1 Capitation Rate

An Offeror shall submit as part of the response to this Request for Proposal an all inclusive per day per inmate capitation rate itemized to indicate the primary components of the capitation rate. (RFP §2.1.9.1)

Wexford Health has read, understands, and complied with RFP Subsection 2.1.9.1 by submitting as part of our response to the RFP an all-inclusive per day per inmate capitation rate itemized to indicate the primary components of the capitation rate.

2.1.10 Rates Exceeding the Capped Fee-for-Service Schedule

A Contractor awarded a Contract from this Request for Proposal shall not reimburse or pay for services at a rate that exceeds the capped fee-for-service schedule that is adopted by the Arizona health care cost containment system (AHCCCS) administration pursuant to Title 36, Chapter 29, Article 1, Arizona Revised Statutes, and that is in effect at the time the services are delivered. (RFP §2.1.10)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.10, which explains that, upon Contract award from the RFP, Wexford Health will not reimburse or pay for services at a rate that exceeds the capped fee-for-service schedule that is adopted by the Arizona Health Care Cost Containment System (AHCCCS) administration pursuant to Title 36, Chapter 29, Article 1, Arizona Revised Statutes, and that is in effect at the time the services are delivered.

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2.1.11 Option to Increase Infirmary Beds

An Offeror may (but is not required to) include as part of their response to the Request for Proposal an option for increasing on-site infirmary beds at the Contractor's cost, subject to Department approval of the plan for and construction of the expansion and subject to review by the Joint Committee on Capital Review and/or the Legislature. (RFP §2.1.11)

Wexford Health has read and understands RFP Subsection 2.1.11, but is not proposing to increase infirmary beds at this time. Wexford Health is not proposing increases to onsite infirmary beds at this time. Wexford Health confirms that in order to identify the most effective means of delivering quality health care services to ADC inmates, we will partner with the ADC to conduct (during the first six months of the contract, and at no additional cost to the State) an in-depth analysis of the Department's Infirmary operations. In this way, we can identify any opportunities for cost-savings and/or improvements in efficiency. Wexford Health will collaborate with the Department to optimize effectiveness along the continuum of operating cost versus clinical quality.

2.1.11.1 Expansion Plan

If the Offeror is proposing to increase on-site infirmary beds, the plan for the expansion shall be included as part of this Request for Proposal in Subsection 2.6.15. (RFP §2.1.11.1)

Wexford Health has read and understands RFP Subsection 2.1.11.1, but is not proposing to increase infirmary beds at this time.

2.1.11.2 Property of the Department

Any and all buildings or improvements resulting from a Contractor increasing infirmary beds shall become the sole property of the Department upon Contract expiration or Contract termination. (RFP §2.1.11.2)

Wexford Health has read and understands RFP Subsection 2.1.11.2, but is not proposing to increase infirmary beds at this time.

2.1.11.3 Required Funding

If the Offeror is proposing to increase on-site infirmary beds, the Offeror shall clearly identify the amount required to fund capital construction in Section 3, Fee Schedule, on line 7.5 AND note any reduction due to savings for having additional on-site facility capacity on line 3.1.1. (RFP § 2.1.11.3)

Wexford Health has read and understands RFP Subsection 2.1.11.3, but is not proposing to increase infirmary beds at this time.

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2.1.12 Inmate Population Change

Based on the unique operational needs of the correctional system and on available funding, in the Contract resulting from this Request for Proposal, the Department reserves the right to require the Contractor to add or delete an Arizona State Prison Complex in addition to those originally included under this Request for Proposal, and to adjust the number of inmates served at any Contracted site. Therefore, the Offeror is put on notice that the number of inmates covered under this Contract shall increase and decrease over time and shall be prepared in advance to agree to make necessary adjustments required by population changes. (RFP §2.1.12)

Wexford Health has read and understands RFP Subsection 2.1.12, which explains that, based on the unique operational needs of the correctional system and on available funding, in the Contract resulting from this RFP, the Department reserves the right to require Wexford Health to add or delete an Arizona State Prison Complex in addition to those originally included under e RFP, and to adjust the number of inmates served at any Contracted site. We understand that Wexford Health is put on notice that the number of inmates covered under this Contract will increase and decrease over time, and that we agree to be prepared in advance to make necessary adjustments required by population changes.

2.1.12.1 Total Inmates

As of September 3, 2011, the total number of inmates confined in the ten (10) Arizona State Prison Complexes was 33,586. Monthly Department institutional bed capacity and committed population information may be found at www.azcorrections.gov under Reports & Statistics or directly at www.azcorrections.gov/adc/reports/institution_capacity.aspx. Inmate Daily Count Sheets may be found at www.azcorrections.gov under Reports & Statistics or directly at http://www.azcorrections.gov/Minh_count_sheet.asp. (RFP § 2.1.12.1)

Wexford Health has read and understands RFP Subsection 2.1.12.1, which explains that, as of September 3, 2011, the total number of inmates confined in the ten (10) Arizona State Prison Complexes was 33,586, and that monthly Department institutional bed capacity and committed population information, which we have reviewed, may be found at www.azcorrections.gov under Reports & Statistics or directly at www.azcorrections.gov/adc/reports/institution_capacity.aspx. We also understand and have reviewed the Inmate Daily Count Sheets, which are located at www.azcorrections.gov under Reports & Statistics or directly at http://www.azcorrections.gov/Minh_count_sheet.asp.

2.1.13 Start-up and Service Implementation

Start-up and Service Implementation: Offerors must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department. Offerors shall provide, as part of the response to this Request for Proposal, a start-up and implementation plan, including a schedule with time lines that includes the initial delivery of equipment and supplies, the hiring and training of Contractor staff, and the

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transition of services. The goal for full service delivery at each Arizona State Prison Complex shall be no later than ninety (90) calendar days from the Contract award date. (RFP §2.1.13)

Wexford Health has read, understands, and has complied with RFP Subsection 2.1.13, Start-up and Service Implementation, by outlining our capabilities for implementing service delivery as described in the RFP on a date agreed upon between Wexford Health and the Department. We have further provided, as part of the response to the RFP, a start-up and implementation plan, as **Proposal Attachment #1:** *Transition Plan*, including a schedule with time lines that includes the initial delivery of equipment and supplies, the hiring and training of Wexford Health staff, and the transition of services. We understand that the goal for full service delivery at each Arizona State Prison Complex will be no later than ninety (90) calendar days from the Contract award date.

Key elements that contribute to Wexford Health's success at the transition, implementation, and management of statewide correctional health services include the following.

- Our willingness to visit each facility upon notification of award in order to communicate with existing staff, allay their fears, and control rumors
- Immediate and ongoing exchange of information with our client and the staff at each facility
- Establishment of immediate contact with the client's central office and facility personnel to develop schedules for regularly scheduled meetings and project updates
- Increased responsiveness due to hands-on management by Wexford Health senior corporate staff
- Open communication among all appropriate client, facility, and Wexford Health staff on a continuing basis

Our program involves close coordination with the administration and current health care provider(s) — private or Agency-employed — at each facility on critical transition elements including continuity of care for the inmate population during the transition period; retention of all eligible, qualified current health care employees; negotiation of interim agreements with all contract personnel; and establishment of agreements with all necessary support vendors (i.e., hospitals, lab services, etc.).

Wexford Health's transition and implementation process will ensure the satisfactory and continued provision of services to the ADC inmate population. As required by the RFP, we have provided in the following pages a detailed narrative describing our ability to transition the ADC program from its current service delivery system, in an orderly and efficient manner, in the required 90-day time period. We have also included as **Proposal Attachment #1:** *Transition Plan* a Gantt chart timeline that illustrates how Wexford Health will manage the project, ensure completion of the scope of services, and accomplish required objectives (including but not limited to those listed below) within the Department's project schedule. This Gantt chart outlines timetables and personnel that we will assign to supervise and monitor the transition, and provides detailed institution-specific plans and timetables for transition from the current ADC system to Wexford Health's system.

- Recruitment of current and new staff

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- Contracting with subcontractors and specialists
- Hospital services, including any offsite secure unit
- Pharmaceutical, laboratory, radiology, dental, and medical supplies
- Identification and assumption of current medical care cases
- Equipment and inventory
- Medical record management
- Orientation of new staff
- Coordination of transition

In addition to these tasks associated with the direct provision of health care services, Wexford Health will initiate positive relations with Department groups that are involved with inmate health care on a more tangential basis, i.e., ASPC custody and administrative staff. We propose to meet (in conjunction with the ADC) with representatives of those employee organizations whose members are vital to our timely, efficient delivery of care to the State's inmate population.

Wexford Health believes that communication with employees — both ours and those of the client — is critical to the effective management of any successful public/private partnership. Since it is not possible to meet and confer with every individual employee, we will support Arizona Executive Order 2008-13 and join with the ADC to meet and confer with Qualifying Employee Organizations (QEOs) to discuss employee safety and any other issues that could impact our contract and partnership with the Department.

Start-Up and Transition Experience

Wexford Health has accomplished start-ups at hundreds of correctional institutions, some with as little as 10 days' notice. We have successfully transitioned contracts involving populations of as many as 40,000 inmates. We have also assisted corrections agencies in opening new facilities including the 2,200-bed Noble Correctional Institute (Ohio), the 1,500-bed Big Muddy Correctional Center (Illinois), and the 400-bed Tamms Supermax (Illinois). The paragraphs below describe highlights of our transition and implementation experience with large and/or complex correctional systems.

First-Time Privatizations

Wexford Health has successful, practical experience in transitioning correctional health care programs from State or County management, to become our responsibility. We wish to particularly bring the following two contract implementations to the ADC's attention.

- **Yavapai County**, Arizona: In 2003, the County selected Wexford Health over several other vendors to manage the self-operated (at that time) inmate health care delivery system for the County's two adult detention facilities and two juvenile detention facilities. The partnership we developed with Yavapai County during the smooth, timely transition process remains in place today. In addition, Wexford Health has developed and

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implemented a separately contracted Restoration to Competency program for the County, which not only reduces the burden on Yavapai taxpayers, but can also accept inmates from other jurisdictions.

As evidence of the high caliber of personnel that Wexford Health is able to attract and retain in the Arizona corrections marketplace, we draw attention to Ms. Becky Payne, a native Arizonan and our long-time Health Services Administrator for the Yavapai County inmate health care contract. Ms. Payne, who is not only a Registered Nurse but also an NCCHC Certified Correctional Healthcare Professional, was recently presented with the "Medical Staff of the Year" award by the 15-county Arizona Detention Association.

- **Florida Department of Corrections**: In 2001, only a very few Florida correctional facilities were privatized. In the state's very first region-wide privatization of health care services, the Florida Department of Corrections awarded Wexford Health the contract for all of the Region IV sites. In an incremental start-up over a period of 90 days, we successfully transitioned four privatized and eight non-privatized sites so that all 12 facilities' medical services were under Wexford Health's management. With a thirteenth facility added to the contract in 2003, Wexford Health provided health services to more than 17,000 male, female, and "youthful offender" inmates across Region IV until our contract ended in December 2005.

Other Statewide Contract Transitions

Mississippi Department of Corrections (MDOC)

- **Recruiting and Staffing:** With approximately 90 days' notice before the start of contract, Wexford Health began the project of acquiring information on vacancies, recruiting, and staffing each of the facilities. We appointed a Regional Staffing Consultant as well as a Staffing Coordinator in our Pittsburgh corporate office to assist with the transition.

  We initiated recruiting activities including continuous local print advertising, direct mail, employee referral bonuses, Internet postings, and much more. The Regional Staffing Consultant and corporate Staffing Coordinator concentrated solely on recruitment and clearance processes for the MDOC. They conducted phone interviews, set up face-to-face interviews, completed employee reference checks, and kept detailed records of each candidate and his or her status in the clearance process. With these efforts focused solely on the MDOC contract, Wexford Health ensured the movement of qualified candidates through the clearance and hiring processes, allowing us to fill vacancies as quickly and efficiently as possible.

  Our Human Resources department worked hard to fill vacancies quickly and efficiently while also attending to the needs of incumbent facility health care staff. We offered employment to 96% of the existing staff, and began to focus on relationship building with those staff members, customers, and recruitment sources.

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- **Provider Contracting:** Wexford Health's goals with any new contract are a seamless transition and continuity of care — both of which we achieved in procuring contracts for providers for the MDOC start up.

Our Network Contracting and Provider Relations Department evaluated the MDOC's specialty care needs and to contact current onsite specialty providers. Meeting with these clinicians to assess their abilities to provide the expected standard of care was a primary factor in our decision making on whether to establish a relationship and a contract. We identified appropriate providers, successfully finalized contracts, and conducted clinics through the initial weeks of the transition.

Since then, our Network Contracting and Provider Relations Department has continued to work with providers to further develop relationships to assure consistent service and quality of care. Additionally, we continually assess utilization and pursue those provider relationships that have the potential to be more effective and efficient — not only with relation to the quality of offender health care, but also cost.

- **Implementation of Telemedicine:** Wexford Health saw the MDOC's geographically dispersed facilities and uncertain availability of clinical staff as significant incentives to implement and utilize telemedicine technology in support of the overall health care services contract. Within 60 days of start-up, we fully deployed new telemedicine equipment and successfully implemented a telemedicine program for the MDOC, conducting approximately 100 telemedicine clinics within the first 30 days of deployment.

Illinois Department of Corrections (IDOC)

Wexford Health's history of long-term partnership with the State of Illinois is unparalleled, beginning in 1992 — the year Wexford Health was founded — with the award of our first contract for six Illinois Department of Corrections (IDOC) correctional centers. Except for one brief six-month hiatus in 2005, Wexford Health has provided comprehensive health care services to IDOC inmates for the past nineteen years.

We were recently re-awarded a ten-year contract with the Illinois Department of Health and Family Services (HFS) to supply comprehensive medical, dental, mental health, and pharmacy services to approximately 45,000 inmates in all 38 correctional centers and satellite facilities across the state — including four facilities previously managed by one of our competitors. This agreement represents the largest private comprehensive inmate health care contract currently in place in the United States.

In 2005, with the IDOC looking to make a quick transition from its interim health care provider back to Wexford Health, we encountered quite a few challenges — not the least of which was transitioning 34 facilities and approximately 650 employees back to our employ with less than three weeks' notice.

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First and foremost, we needed to acquire information on the departing provider's vacancies, including their number and at which facilities the vacancies were located. Our Human Resources department worked hard to fill these vacancies quickly and efficiently while also attending to the needs of incumbent facility health care staff. We held meetings to disseminate information about Wexford Health policies, benefits, and scheduling, with our Human Resources department being careful to take time and answer any questions asked by the staff. Within six months of start-up, we had successfully filled 45 vacant positions, including eight Medical Director positions.

Wexford Health was tasked not only with ensuring the satisfaction of current site employees, but also with identifying which providers were currently being utilized by the IDOC. As soon as we learned of our re-award of the contract, we began contacting these providers in order to procure agreements and ensure continuing services at the facilities.

Within weeks, Wexford Health smoothly transitioned back into the facilities to provide excellent quality care to the IDOC inmates.

Both HFS and the IDOC have been pleased with our efforts, and we look forward to a long, mutually beneficial partnership. As the State of Illinois' longtime inmate health care provider, Wexford Health understand the challenges faced by the IDOC and continually work to meet these challenges by controlling costs and ensuring the quality of health care.

West Virginia Division of Corrections (WVDOC)

In December 2007, the West Virginia Division of Corrections awarded Wexford Health a statewide contract to provide comprehensive medical, mental health, dental, and pharmacy services to the 4,000 inmates housed in the state's eight main correctional facilities. In an attempt to retain the contract, the incumbent health care provider (who had held the contract for more than two decades) protested the WVDOC's award to us. The courts eventually ruled the protest unfounded and upheld the award, and Wexford Health began providing services to the WVDOC in May 2008.

Throughout the four months our transition was delayed by the protest — during which time site-level staff were uncertain who their employer would be, and therefore were concerned about their job security — Wexford Health maintained solid positive relationships not only with the WVDOC, but also with nervous site-level employees, and even with the incumbent provider's contract and regional management staff. To the greatest extent possible, we calmed the fears of the clinical personnel at the WVDOC facilities and proceeded with all possible components of our transition plan.

When we received final official WVDOC approval to proceed with implementation of services, we completed the entire statewide transition in 30 days. Wexford Health retained more than 90% of site-level clinical and administrative staff and transitioned services from the incumbent provider with zero significant problems.

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Wexford Health has implemented several innovative cost-saving programs for the WVDOC, including Collegial Review℠, Drug Utilization Management, and centralized purchasing control. Additionally, we have operationalized a re-structuring of the Division's claims payment process that allows the WVDOC to receive public assistance rates for offender health services delivered by community providers.

Wexford Health Implementation Team

Wexford Health is committed to providing the ADC with the personnel and resources necessary to assure a smooth, timely start-up and to deliver a cost-effective, efficient health care program. To accomplish this, we form an implementation team of Wexford Health personnel with experience in the hands-on operation of correctional health units.

Upon notification of being awarded the ADC contract, Wexford Health will assemble the implementation team to review all RFP specifications, our proposal, the program budget, and the outline of services. At this initial meeting, we determine assignments and agree upon targeted completion dates. The implementation team then conducts regular (at least) weekly internal meetings to ensure timely progress. The Team will also schedule regular meetings with ADC and ASPC staff to ensure Wexford Health addresses and resolves any concerns or issues in a timely and appropriate fashion, including but not limited to those listed below.

- Daily operations
- Budgeting
- Data collection, analysis, and reporting
- Quality management
- Orientation
- In-service training program development
- Personnel management
- Work scheduling and post assignments
- Policies and procedures
- Contact with appropriate Wexford Health corporate staff
- Contact with ADC officials and ASPC staff

Although specific members of the team vary depending upon the requirements of each unique transition, implementation team members generally include the following personnel.

Core Team

- Designated Statewide Chief Executive Officer
- Regional Manager for the ADC contract

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- Corporate Medical Director
- Regional Medical Director for the ADC contract

Key Support Members

- Senior Vice President of Human Resources/Risk Management
- Vice President of Quality, Compliance & Business Affairs
- Director of Quality Management & Performance Improvement
- Director of Information Technology
- Manager, Provider Network Development, Credentialing, & Claims
- Manager, Utilization Management
- Manager, Accounts Payable

Each implementation team member has specific duties and responsibilities relative to the contract start-up/transition and operations, as outlined in the following representative descriptions.

Designated Statewide Chief Executive Officer

The Statewide Chief Executive Officer (CEO) is responsible for the overall implementation of the contract. Providing strategic guidance to the Regional Manager for the contract, the CEO is the client's liaison to Wexford Health's corporate offices and infrastructure. Additionally, the CEO:

- Develops the tasks and assigns timelines for the transition and implementation plan
- Works with the incumbent health services provider to ensure continuity of care
- Supervises the initiation and high-level coordination of all start-up processes related to the contract
- Ensures operational compliance with all contract and RFP deliverables

Designated Regional (Statewide) Manager(s)

Wexford Health's regional managers have solid backgrounds in medical administration and program management, and are highly qualified to serve in leadership positions. The Regional Manager is also a primary contact for the client and interacts with the site-level administrators on day-to-day matters regarding start-up activities. In addition, the Regional Manager:

- Meets with client administrators and medical leadership
- Surveys the facility and arranges access with security staff

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- Arranges for communications equipment
- Establishes contact with suppliers
- Identifies hospitals, ambulance providers, and other offsite providers of health care services to coordinate services
- Reconciles previous onsite staffing complement with positions and hours going forward; identifies need for employment and independent contractor agreements
- Develops work schedules
- Ensures integration of Wexford Health policies and procedures with those of the client, consistent with NCCHC, ACA, and other applicable standards

Corporate and Regional (Statewide) Medical Directors

The Corporate and Regional Medical Directors serve as resources to Wexford Health's site Medical Directors. The Corporate and Regional Medical Directors will advise the Staff Physician(s) on matters of corporate clinical policy and operating procedures. They coordinate the overall implementation of all utilization review and case management policies and procedures. Along with the site Medical Director, the Corporate and Regional Medical Directors will review all current inpatient hospitalizations and coordinate the transition of responsibility for these cases from the current system to Wexford Health. Other start-up responsibilities of the Corporate and Regional Medical Directors include the following.

- Institutes clinical peer review process
- Educates physicians concerning Wexford Health's Collegial Review[SM] process and establishes related medical committees
- Educates professional staff on Wexford Health Utilization Management procedures and the Collegial Review[SM] process
- Reviews pending consultations
- Establishes Medical Audit Committee meetings
- Distributes documents including nursing protocols, site operations manual, and Wexford Health's corporate directory and Quality Management Program
- Contacts site managers for review of policies

Senior Vice President of Human Resources/Risk Management (and staff)

The Senior VP of Human Resources and Risk Management (SVP-HR/RM) is responsible for all personnel requirements of Wexford Health's contracts, including interviewing incumbents, recruiting additional staff, and establishing wage and benefit programs. The SVP-HR/RM (with designated staff) also:

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- Obtains a list of current incumbents and arranges for onsite interviews
- Develops a schedule for interviews
- Prepares and places employment ads, including any specialized ads necessary to enhance recruitment of bilingual staff
- Determines actual vacancies and conducts interviews
- Identifies and finalizes potential site managers
- Initiates the hiring process
- Coordinates security training with site staff
- Distributes and processes applications
- Offers employment to qualified candidates
- Distributes benefit packages and explains Wexford Health's benefits
- Develops agreements and establishes payroll schedules
- Establishes nursing recruitment, retention, referral incentive, an community educational programs

Vice President of Quality, Compliance & Business Affairs

The Vice President of Quality, Compliance & Business Affairs provides all necessary contract-specific support and information to the operations staff regarding such things as:

- Briefings on solicitation/proposal/contract requirements
- Detailed program budget(s)
- Staffing requirements/responsibilities

Director of Quality Management & Performance Improvement

- Identifies contract deliverables and develops monitoring methodology and tools
- Develops training materials for regional and site staff on terms of contract
- Carries out orientation regarding contract terms
- Coordinates nursing orientation, training, and cross-training programs
- Develops specific job descriptions for all staff

Director of Information Technology

- Identifies computer, printer, fax and copier needs
- Develops purchase/replacement plan
- Arranges purchase, delivery and installation of office equipment

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- Identifies location, number and contact person at each site for computer, telephone and fax lines
- Finalizes personnel message communication (e.g., cell phone/pager) requirements by site
- Coordinates delivery/configuration with the client's Information Technology department
- Coordinates implementation of any telemedicine and/or Electronic Medical record (EMR) solutions

Manager, Provider Network Development, Credentialing, & Claims

The Manager of Provider Network Development, Credentialing, & Claims establishes and/or enhances the provider networks necessary to support the requirements of each Wexford Health contract. In most instances, our internal Provider Network Development Department has, prior to contract award, identified the necessary providers with whom they will initiate negotiations for services. The Manager of Provider Network Development, Credentialing, & Claims also:

- Obtains a list of the site's current onsite health care providers and service vendors
- Identifies other potential onsite providers and vendors
- Sends letters of introduction to select onsite providers and vendors
- Negotiates onsite provider and vendor contracts
- Compares Wexford Health claims policies and procedures requirements to the contract model and makes revisions to reflect the client contract
- Identifies, recruits, and hires claims processing staff
- Identifies sites, updates WexCare, and establishes a process which ensures the timely payment of claims

Manager, Utilization Management

- Compares UM Policies and Procedures to requirements/contract model and makes revisions to reflect the client contract
- Establishes medical observation unit capabilities
- Trains all providers by site on UM expectations and processes, including ER process, hospital tracking, and the Collegial Review^{SM} process
- Provides training on UM processes for site administrators and schedulers
- Pre-certifies inpatient and selected outpatient services
- Conducts inpatient daily review with hospital
- Conducts daily review of Emergency Room incidents

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- Reviews scheduled elective surgeries via Collegial Review℠
- Reviews cases where there is no pre-authorization; review pending cases

Manager, Accounts Payable

- Facilitates contract for biohazardous waste pickup
- Manages payments for all non-provider invoices
- Establishes petty cash protocols for each facility

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Proposal Attachment #1: *Transition Plan*

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2.1.14 Reference Material

The Department has provided a website that contains critical reference material including, but not limited to, Department policies and other information to assist the Offeror in preparing a through and realistic response to this solicitation. References are made throughout this solicitation to material in the website. Offerors are responsible for reviewing the contents of the information on the website as if they were printed in full herein. All such information is incorporated into the Contract by reference. The information is located on the Department's website at http://www.azcorrections.gov/adc/divisions/adminservices/Request_for_proposal_ADOC1200001105.aspx. (RFP §2.1.14)

Wexford Health has read and understands RFP Subsection 2.1.14, and has regularly reviewed the Department's website that contains critical reference material including, but not limited to, Department policies and other information, to assist Wexford Health in preparing a through and realistic response to the solicitation. We further understand that references are made throughout this solicitation to material in the website. We have reviewed the contents of the information on the website as if they were printed in full herein to ensure compliance and the ability to provide a responsible bid to the ADC. We understand and agree that all such information is incorporated into the Contract by reference, and that the information is located on the Department's website at http://www.azcorrections.gov/adc/divisions/adminservices/Request_for_proposal_ADOC120000110 5.aspx.

EXHIBIT C

Request for Discussion – October 1 - 2 Meeting Follow Up

Representatives from Centurion met in person with representatives of the Arizona Department of Corrections (ADC) at ADC offices in Phoenix, Arizona on October 1 and 2, 2018 to discuss the proposal submitted by Centurion in response to Request For Proposals number **AD0C18-00008264 - Inmate Correctional Healthcare.** During the discussions, the State requested Centurion provide the clarifications and confirmations contained in this submission, along with its supporting attachments. The information is provided generally in the order in which it was discussed in the meetings. A table of contents is provided below, organized by topic.

Section	Page
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Narrative Clarifications – Numbers 57 and 58	15
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Attachments	-
Attachment A – Exhibit 21B Compliance Worksheet with full comments 2018	
Attachment B – Revised Job Descriptions	
Attachment C – Insurance Certificate	
Attachment D – Revised Price Proposal	
Attachment E – Alternate Price Proposal	
Attachment F – Centurion Financial Statements	

Exhibit 21B: EHR Requirements

Included as Attachment A, *Exhibit 21B Compliance Worksheet with Full Comments 2018,* document, we have outlined all of the requirements the ADC stated are currently not functional with the comments from Marquis from Summer 2018 and our most recent notes from Centurion's most recent discussions with Marquis on October 1, 2018.

Note that many of the requirements are already functional, according to Marquis, and they are willing to provide a demo to the ADC if requested. There are a few requirements that require more detail in order to determine the level of effort – for these, a July 1, 2019 commitment cannot be made without the detailed requirements.

One requirement is not possible, if Centurion and Marquis are reading it correctly. The requirement that states: *"Email integration into system, with all correspondence attached to the individual medical record. For example, if a provider is asked a clinical question regarding an individual patient's care plan via email, or inquiries regarding scheduling of outside appointments, approvals, etc., those correspondence are attached to the appropriate chart file."* Meeting this requirement is not possible if this involves the medical vendor's email system to be directly integrated into the EHR.

EHR Implementation & Transition

Centurion commits to having a fully functional version of Marquis eOMIS operational on day one of the contract start, which we understand to be July 1, 2019. This commitment assumes a reasonable timeframe of six months, or longer, between the notice of award and signing of the contract and the start date. If the ADC medical services contract is signed prior to January 1, 2019, then Centurion is confident that we will have a fully functioning EHR for the first day of the medical services contract on July 1, 2019.

To make this transition successful, it is important that the ADC work with the parties involved to set the expectation that Centurion IT staff and Marquis staff can work with the outgoing medical contractor (Corizon) to help ensure our access to the EHR to work on data conversion during the time period between notice of award and the new contract start date. We would also anticipate working with the ADC and Corizon to ensure the current eOMIS configuration is part of the new instance of eOMIS. Centurion has had a positive experience working with Corizon on other contract transitions, and we have a positive relationship with Marquis. Based on past experience, we anticipate a smooth collaboration between all parties during the transition period. However, we would ask the ADC to affirm the expectation with the outgoing contractor regarding allowing transfer of customizations from their EHR instance to Centurion's instance.

Within the first week of the medical services contract signing, Centurion's EHR project team will schedule recurring weekly implementation/transition meetings that include the ADC, Centurion, and the exiting medical vendor. Part of the initial meetings will involve creating a communication plan and project plan, which will also include a Change Management Plan focused on ensuring any changes made to the existing EHR are incorporated into the new instance. Freezing or minimizing modifications during the transition period would be ideal, if possible. Obviously, we recognize modifications may be necessary during the transition period to meet litigation issues or to address system issues. We will work with the incumbent healthcare provider and Marquis to support necessary modifications.

Based on our discussions with the ADC on October 1, we confirm our understanding that the State has removed the requirement for the dialysis machines to connect directly to the EHR.

Description of Centurion's IT Support Model for Arizona

Tech Support for EHR Issues

Centurion is confident we can provide effective technology support for the eOMIS and all other IT applications that will meet or exceed the ADC's expectations. We understand that the Department does not want to manage the EHR or other IT applications and that support for these applications falls under the scope of our contract. We also understand that the ADC does not want to be placed in a position of mediating or resolving issues that may arise between the healthcare contractor and the EHR contractor. We assure the Department that this will not be the case in the new contract. Centurion's IT Department includes over 30 individuals, and we are backed by Centene's IT Department, which is unrivaled in the industry and includes hundreds of IT experts. We will keep the ADC's IT representatives up to date on our IT activities, and we will work closely with ADC IT representatives when required. However, we can assure the ADC that we will not burden or seek to task the Department with issues related to the management of the EHR.

Centurion will create a local Centurion of Arizona EHR *Super User Group*. This group will be the initial contact for EHR issues. We have found that a lot of user issues tend to be training-related or computer-related rather than EHR application-related issues. The *Super User Group* will determine if issues are related to training, an enhancement request, an EHR application issue, or a computer-related issue that should be routed to Centurion's *IT Help Desk*, which is staffed with a team of in-house IT professionals with 24/7 availability.

- For actual EHR application issues, a member of the group will work with our Centurion corporate EHR IT Manager to report the issue to Marquis and work with Marquis towards resolution.
- If an ADC staff member reports an EHR application issue to Centurion, a member of the group will work with our Centurion corporate EHR IT Manager to report the issue to Marquis. The group and our EHR IT Manager will follow the issue and

ATTACHMENT C

ensure it is handled in a timely manner based on urgency and will ensure that the ADC staff receive continual status updates until the issue is resolved.

- Marquis hosts eOMIS with the hosting vendor, Coaxis. The existing SLA includes a 99.95% uptime.
- If there are system/application issues that require Marquis support, the SLAs for the different incident levels are outlined in the table on the following page.

Incident Severity Code	Defect Severity Codes	Callback Response Time	Target Resolution Time
Severity 1	A Severity 1 System Error or Defect is defined as one that causes significant impact on operations, and no workaround is available, or errors or defects that cause significant amount of data to be lost. **Critical:** A Critical Defect causes the software to be inoperable or materially malfunctioning in a way that renders it unusable. A Critical Defect does not have a reasonable detour or workaround and prevents completion of a business process or corrupts data.	1 hour	8 hours
Severity 2	A Severity 2 System Error or Defect is defined as a noncritical function or overall performance that is materially impaired, or a critical function that is impaired and for which a temporary workaround is available. **Significant:** A Significant Defect causes a serious malfunction, which is a deviation that would be considered a Critical Defect or affects the business but has a reasonable detour or workaround. A reasonable detour or workaround is a process or procedure that allows the completion of normal operations without sacrificing data integrity and system reliability.	8 hours	5 calendar days
Severity 3	A Severity 3 System Error or Defect is defined as one that does not materially impair essential operations. **Minor:** A Minor Defect affects but does not prohibit the user's ability to complete their work. A Minor Defect is a system defect that will be corrected in the future but does not materially prevent the end user from accessing information in the system. These types of issues include cosmetic changes, problems that are not evident to the user, or other nonfunctional deficiencies.	2 calendar days	15 - 30 calendar days

Incident Severity Code	Defect Severity Codes	Callback Response Time	Target Resolution Time 1
Severity 4	A Severity 4 System Error or Defect is defined as one for which HSP requires information or assistance on the system's capabilities or installation configuration. **Informational:** A minor software issue, documentation error, or request for information.	2 business days	Future software release

Site/Facility Tech Support for Non-EHR Related Issues

Centurion will be managing the clinic computers in all of the facilities, and Centurion staff will log into the Centurion network via networks segmented via VLAN. Therefore, Centurion IT will be the primary technical support for the Centurion Arizona staff.

Centurion will have two local IT support staff who will provide telephone and onsite support. The majority of the support requests will be handed by this local team with support from our national Help Desk as needed. Our local team will flex their schedules to provide support during different shifts as needed. The specific schedule will be set working with our local VP of Operations based on need.

- When a user experiences a technical issue, they will either call or send an email to our Centurion Help Desk.
- Any ticket from a Centurion Arizona user will be routed to our local IT support team.
- Our goal is to respond to urgent requests within the same business day. Requests that are not urgent, will receive a response within two business days.

The terms of our agreement with Marquis include up to 600 hours of pre-paid support from Marquis. If it becomes necessary for Centurion to need to exceed the 600 hours of support from Marquis, we will do so at our own additional expense.

Centurion IT Team Description

Our IT team has Tier 1 Help Desk (housed in our corporate office), Tier 2 operations support, and Tier 3 system/network support teams. Along with our two local Arizona IT staff, our national IT team provides support to all of our corporate and contract staff. We work very closely together so that our Help Desk team understands the nuances of each contract's staff and their specific systems. As we noted in our proposal and discussions with the Department, Centurion is now a wholly owned subsidiary within the corporate structure of Centene Corporation, a Fortune 100 international corporation with extremely well-resourced IT systems and experts comprised of hundreds of staff managing very complex IT systems. We are actively working with Centene to integrate our systems and IT teams. Centene backs Centurion with a very large 24/7 service desk to support our contracts as

well. No other company can offer the level of IT support, expertise, and resources as is now available through Centurion.

ATTACHMENT C

Mental Health Job Descriptions

Centurion recognizes that the model job descriptions for mental health positions that we submitted as part of our proposal were not specifically tailored to the requirements of the ADC. We typically provide sample job descriptions in our proposals and tailor our actual job descriptions to the specifics of each position during the startup period of the contract prior to the go-live date. By doing so, we ensure our final job descriptions take into account any nuances or requirements learned during the transition phase. As requested, we provide job descriptions for the following positions that have been revised to fit the requirements of the ADC:

- Regional Psychiatric Director
- Regional Mental Health Director
- Associate Regional Mental Health Director
- Regional Behavioral Health Technician
- Mental Health Administrative Assistant
- Lead Psychologist
- Lead Psychology Associate
- Clinical Director
- Psychiatrist
- Psychiatric Nurse Practitioner
- Psychologist
- Psychology Associate
- Charge Mental Health Registered Nurse
- Mental Health Registered Nurse
- Behavioral Health Technician
- Mental Health Clerk

These revised job descriptions can be found as Attachment B to this submission.

While we are confident that our revised job descriptions for mental health positions more closely reflect the responsibilities, credentials, and lines of communication/supervision desired by the Department, we recognize that there may be important elements at specific sites that are not reflected accurately. Any such discrepancies are unintentional, and we consider the resubmitted job descriptions to continue to be drafts that await validation with the Department prior to the go-live date of the contract.

Following contract award, Centurion will work closely with the HSCMB leadership to ensure that all job descriptions are finalized and approved by the Department. As indicated in our proposed *Transition Plan*, at page 47 of our proposal, it is our goal to verify written job descriptions within the first five to seven days following contract award notification, well before contract start, and subject to refinement as a result of findings identified during transition site visits and live dialogue with staff during the transition period before the go-live date of the contract.

ATTACHMENT C

Mental Health Services

On-Call Services for Mental Health

Centurion confirms that we will use *TelmedIQ* as our answering service for all on-call coverage, including mental health and dental provider coverage, not just for medical provider coverage. Our description of TelmedIQ protocols for on-call coverage is provided on pages 268-269 of our proposal and was intended to encompass all disciplines who are on call for after-hours emergencies. We regret the inconsistency between this description and other sections of our proposal in which we addressed our commitment to provide on-call services but failed to incorporate our proposed use of TelmedIQ in our response. We appreciate that a single on-call system that is capable of being audited and affords ASPC staff with a single telephone number to call for after-hours consultation is optimal, and our intent was to propose just such a system.

Our commitment to use TelmedIQ for on-call medical, dental, and mental health services at each ASPC supersedes any alternative language describing on-call services in our originally submitted proposal.

Telehealth Services in Support of Re-Entry Planning

During discussions with the Department on October 1, important concerns were raised that our proposed use of telehealth support for re-entry planning, described on page 298 of our proposal, would be challenging to implement. In our proposal, we suggested that we could conduct re-entry videoconferencing that link ADC patients who are still incarcerated with their future service delivery providers in the community. Our experience elsewhere has been that such linkage has been particularly helpful for patients with serious mental illness.

While Regional Behavioral Health Authorities (RBHAs) in Arizona contract with a company to provide onsite evaluations of ADC inmates to determine if they will meet criteria for services in the community following release from custody, it was noted that there is currently no means of directly providing ADC patients with serious mental illness with a pre-release meeting that included members of the mental health team at a community mental health center. Community mental health centers in Arizona have raised concerns that such *in-reach* efforts are not billable and therefore cannot be supported under the current fee-for-service reimbursement model of the community mental health centers. Currently, there is no functioning system to provide a *warm handoff* between the correctional multidisciplinary treatment team and the community mental health center treatment team for ADC patients with serious mental illness.

Centurion appreciates this challenge, which is not unique to Arizona. While solutions may not be immediately identifiable, we are committed to finding viable solutions to link inmates with providers in the community and working in concert with the Department and other stakeholders to support more integrated, supportive, and effective re-entry planning, particularly for ADC patients with serious mental illness. We believe the importance of a

warm handoff that includes the patient *and* her/his future community mental health team is essential for continuity of care post release. The ability to provide support for seamless continuity of care at release is a critical component for reaching the Department's goal of reducing recidivism.

As we hope is reflected in our proposal, Centurion is committed to working in partnership with the Department to strengthen re-entry services and reduce recidivism. We know that both goals are important to the ADC. If we are fortunate enough to be awarded the contract with the ADC, Centurion will take active efforts locally and regionally to support improved re-entry planning and linkages. With prior ADC approval, we will conduct out-reach meetings with community mental health centers to introduce ourselves, describe our services, and build relationships that support greater community agency engagement in the re-entry process. We will work with our sister organization, Cenpatico, the RBHAs for Central and Northern Arizona, and all AHCCS programs, to strengthen the availability of community resources for the re-entry process. Also, our being part of the same corporate structure as a major managed care provider in the state affords us the advantage of exploring "pre-entry" initiatives in the Medicaid program in the state to deter criminal behavior that leads to incarceration. Engaging our government relations resources, we will explore potential strategic approaches with state legislators that identify funding to support community agency participation in in-reach/re-entry meetings.

While these and other efforts may not yield results quickly, we believe change is worth pursuing and that resting on the *status quo* is not in the best interest of ADC patients, the Department, or the larger Arizona community. The recidivism reduction that the Department has achieved with the ACI program and job training is garnering positive recognition and demonstrates that investment in innovative approaches to re-entry can produce remarkable results. We are eager to assist the ADC in expanding on this success, and introducing creative new solutions, and we believe that telehealth support of re-entry, among other strategies, should continue to be pursued.

ATTACHMENT C

Medication Returns

At the oral interview session, the ADC team asked Centurion to explain the returns process for our pharmacy subcontractor, **Diamond Pharmacy**, including the process for management of medications that are unable to be re-used. Specifically, clarification was sought regarding the destruction of medications in an environmentally friendly manner as well as what role do reverse distributors play and how medications that are destroyed on site, if any, will be disposed of (including pills that are dropped on the floor).

DIAMOND PHARMACY SERVICES

After careful consideration Centurion, chose to partner with Diamond Pharmacy for this procurement. Centurion presently works with Diamond in our Minnesota and Pennsylvania DOC partnerships. Diamond is the largest provider of pharmacy services to the jail and prison market in the US and has a number of contracts in Arizona, including the Maricopa County Jail, as well as large, privately operated prisons. In addition, Diamond employs Arizona-licensed pharmacists to provide regulatory oversite to pharmacy services provided in Arizona.

All medications returned to Diamond are scanned into reclamation software in order to have documentation of the return. Once it is determined that a medication does not qualify to be reclaimed, if an oral solid, those medications are removed from the blister card and disposed of in a 30-gallon SteriCycle, Inc. container. If non-oral solid medications are returned, various SteriCycle containers are used for proper destruction. SteriCycle has routine pick-ups from Diamond for the actual disposal of pharmaceutical waste.

As part of their monthly reporting, Diamond will provide each facility with a report of medications that were eligible for credit and those that were not eligible, and thus destroyed. At Diamond, every piece of product shipped to a client has a unique identifier embedded into the barcode, which is different than the prescription number, to account for each and every piece of product. For example, if Rx #1234567 for drug ABC is prescribed as 1 tablet orally, twice daily, Diamond would dispense two 30-count cards for a 30-day supply. Both cards would have prescription number 1234567 on the label, but card 1, for example, would have unique identifier 901234, and card 2 would have unique identifier 567890, to allow identification of which card was being returned. This extra identifier is unique to Diamond and a value to clients wishing to track medications shipped and returned to Diamond for complete accountability down to the to the card or piece level on non-oral solid medications.

Diamond contracts with **SteriCycle, Inc.** for the disposal of pharmaceutical waste in an environmentally responsible manner. As a leader in medication and

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biohazard disposal, SteriCycle adheres to DOT, EPA, and all local, state, and federal requirements for waste disposal.

Patient-specific controlled substance medications are not permitted to be destroyed through the use of a reverse distributor, as a reverse distributor is only permitted to receive controlled substance medications from a DEA registrant, which a patient is not.

For patient-specific controlled substance medication destruction, Diamond follows the guidance provided by the local DEA field office in Arizona. The destruction process occurs at the facility level by two licensed persons at the facility who use Rx Destroyers to render the controlled substance non-retrievable. The documentation of destruction is noted on the *patient medication flow record* and stored for a period of seven years, should the DEA wish to audit. For expired or unused stock controlled substance medications, the use of a reverse distributor is the proper means for destruction; or, a DEA form 41 can be submitted to the local DEA field office and a compliance officer will advise the DEA registrant of the destruction process.

The *patient medication flow record* is the perpetual inventory log for each controlled substance that the nurses document each time a medication is administered. As an example, for a 30-count card, there should be a flow record that starts at 30-units, then each time a dose is given, the nurse documents who the medication was given to and deducts one dose from the count. If a medication is destroyed at facility level, the two persons destroying the rest of the medications would just make a note on the flow record (reverse inventory count) that they destroyed the balance of the unused medications and the time that they did the destruction.

The term *flow record* is the same as a *reverse inventory count sheet*, which are the sheets the nurses would verify with each change of shift to make sure the inventory is correct.

A medication that is dropped on the floor is considered pharmaceutical waste. In this scenario, the pill should be placed in a Rx Destroyer container for destruction purposes. If the pharmaceutical waste is a hazardous substance (e.g., warfarin), a hazardous waste container is used and a waste management company, such as SteriCycle, would be required to process that waste in accordance with DOT and EPA requirements. Diamond and SteriCycle can provide a list of medications that are considered hazardous substances, if requested, and provide the reverse distributor when needed. Dropped medication doses should be documented in the eMAR so they can be tracked and audited. Diamond does not recommend the use of biohazard containers for the destruction of any pharmaceutical waste other than injectable medications. Some biohazard materials are first steam treated to remove the hazards before being incinerated. In those cases, loose medications would be accessible to personnel involved in this process at SteriCycle.

Additional Pharmacy discussion regarding financial models

The ADC provided a 1,643-line pricing exercise titled Exhibit 37C, which consists of various quantities of medications that were supplied to ADC inmates. We learned at the meeting that the time frame during which these items were purchased should not be assumed to be a year, or any specific time frame. In addition, we are not aware if this list of items represents the entirety of drug items purchased or if it is a fraction.

Exhibit 37C was priced by a team of pharmacists and purchasing agents at Diamond Pharmacy using the dispensed quantities of each item listed in Exhibit 37C column D. As part of the exercise, items that could not be reliably priced using the dispense quantity supplied in the report were clarified by Diamond pharmacy by reaching out to a representative of the ADC. A total of 58 clarifications were submitted by Diamond to the ADC. Prior to receipt of these clarifications, the grand total of the 1,643 line items was approximately **$22.1** million. After the clarifications were generated by the ADC and received and inputted into Exhibit 37C, the grand total increased to approximately **$34.9** million.

Based on the census of 33,777 inmates being used for this procurement, these numbers would fall into our predicted range of total annual costs for the ADC. For example, if one assumes a cost of $100 per inmate per month for medications, the total cost of meds for a year in ADC would be **$40.1** million. A more reasonable number such as $75 per inmate per month would result in a yearly spend of **$30.4** million. However, given that the time frame represented by the drug spend in 37C is unknown, or the percentage of drug spend represented in 37C, we cannot reliably determine the current level of drug utilization and costs. Further, the nearly $13 million increase in the grand total of Exhibit 37C *after* incorporation of the clarifications leads us to conclude that this pricing exercise cannot be used to reliably compare the existing vendor with any proposed replacement and would not be useful for the ADC in determining its own budget in the event a pharmacy carve out or risk-sharing arrangement were contemplated.

An example of the very large impact these clarifications had on the price calculation can be seen by comparing the value in column E to column H in the following table and noting that items in column H in red text show substantial price increases as a result of the clarification.

ATTACHMENT C

B	C	D	E	F	G	H	I
Drug Name	# Of Scripts	Original Qty	Original AAC	Original AAC W/1.5% PPD	Clarified Qty	AAC W/Clarified Qty	AAC W/Clarified Qty W/1.5% PPD
HumuLIN N 100unit Vial	2041	67,610	$ 502,680.35	$ 495,140.14	676100	$ 5,026,803.50	$ 4,951,401.45
Lantus (insulin Glargin)	1183	15,800	$ 229,084.20	$ 225,647.94	158000	$ 2,290,842.00	$ 2,256,479.37
HumuLIN R 100unit Vial	1493	20,600	$ 153,161.00	$ 150,863.59	206000	$ 1,531,610.00	$ 1,508,635.85
Genvoya Caplet	516	13,923	$ 1,337,002.02	$ 1,316,946.99	13923	$ 1,337,002.02	$ 1,316,946.99
Truvada 200-300mg Tablet**	834	21,665	$ 1,183,574.12	$ 1,165,820.50	21665	$ 1,183,574.12	$ 1,165,820.50
Alvesco 160mcg Inhaler	9507	57,852	$ 1,168,610.40	$ 1,151,081.24	57852	$ 1,168,610.40	$ 1,151,081.24
Tivicay 50mg Tablet	709	18,249	$ 986,139.46	$ 971,347.37	18249	$ 986,139.46	$ 971,347.37
Afluria Quad 2017-18 MDV	36	8,125	$ 193,781.25	$ 190,874.53	40625	$ 968,906.25	$ 954,372.66
Pneumovax 23 SDV	1584	990	$ 177,530.76	$ 174,867.80	4950	$ 887,653.80	$ 874,338.99
Atripla 600-200-300mg Tab	336	9,091	$ 807,323.53	$ 795,213.67	9091	$ 807,323.53	$ 795,213.67
Alvesco 80mcg Inhaler	6630	38,430	$ 776,286.00	$ 764,641.71	38430	$ 776,286.00	$ 764,641.71
Proair HFA Aerosol	13907	114,036	$ 758,134.14	$ 746,762.12	114036	$ 758,134.14	$ 746,762.12
Humira 40mg/0.8ml Syringe	161	313	$ 745,699.03	$ 734,513.54	313	$ 745,699.03	$ 734,513.54
Avonex 30mcg Kit	33	109	$ 180,955.53	$ 178,241.20	436	$ 723,822.13	$ 712,964.80
Octagam 5%	19	9,600	$ 35,731.20	$ 35,195.23	192000	$ 714,624.00	$ 703,904.64
Levemir 100 Units/ml Vial	209	2,540	$ 70,053.20	$ 69,002.40	25400	$ 700,532.00	$ 690,024.02
Epclusa 400-100 Tablet	96	2,156	$ 638,052.89	$ 628,482.10	2156	$ 638,052.89	$ 628,482.10
Enbrel 50mg/ml Syringe	146	508	$ 617,481.77	$ 608,219.55	497.84	$ 605,132.14	$ 596,055.15
Fabrazyme 35mg Inj	70	94	$ 554,036.00	$ 545,725.46	94	$ 554,036.00	$ 545,725.46
Bicillin LA 2.4munit/4ml	204	1,668	$ 131,499.28	$ 129,526.79	6672	$ 525,997.13	$ 518,107.17
Harvoni 90-400mg Tablet	56	1,288	$ 495,992.70	$ 488,552.81	1288	$ 495,992.70	$ 488,552.81
Descovy 200-25mg Tablet	331	8,102	$ 442,617.93	$ 435,978.66	8102	$ 442,617.93	$ 435,978.66
Prezcobix 800-150 Tablet	262	6,645	$ 391,363.92	$ 385,493.46	6645	$ 391,363.92	$ 385,493.46
HumuLIN 70/30 Vial	285	5,240	$ 38,959.40	$ 38,375.01	52400	$ 389,594.00	$ 383,750.09
Complera Tablet	166	4,220	$ 368,798.46	$ 363,266.48	4220	$ 368,798.46	$ 363,266.48

ATTACHMENT C

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For example, the very first line item clarification of Humulin N resulted in an increase of about $4.5 million. Several other clarifications resulted in increases of more than $700,000.

Centurion continues to believe that the actuarial analysis used for our pharmacy price in our bid provides the best estimate of ADC pharmacy costs going forward as Hepatitis C treatment continues to expand. We believe that within the timeframe of the new contract being awarded, most patients with Hepatitis C will be treated if they request it because of lawsuits and other efforts by advocacy groups.

It was noted during the oral interview that ADC believes there is a large difference between Centurion's projected costs and the ADC actuals. Our analysis of two different DOC clients that are accessing 340B drug prices for HIV medications suggests our pricing on pharmacy is quite aggressive, and if PIPM numbers for these two contracts are applied to the ADC population of 33,777 inmates, we arrive at a low number of $27.2 million to $30.4 million. Note these numbers are very much in line with our proposal. Our proposal does not have any savings projected for a 340B program in ADC, as we cannot begin researching such a program and holding dialogue with potential providers prior to award of the contract.

Centurion believes the following suggestions (i.e., "Page Two" options) may be helpful as we try to bridge the gap between our cost projections and the ADC's fiscal goals:

1. Consider a carve-out of pharmacy based on an actual acquisition cost, plus a dispensing fee.
2. Consider a carve-out of high financial risk medications for diseases such as hepatitis C.
3. Consider a pass-through model where Centurion pays pharmacy costs and is not at risk for the costs but passes them through to ADC without any additional risk premium.
4. Consider a risk-share model where ADC pays all actual drug acquisition costs plus dispensing fees up to a pre-specified threshold, that if exceeded, triggers some degree of financial responsibility for Centurion.

All of these models are in wide use in corrections and various examples of them can be pointed to, including within Centurion's current book of business.

ATTACHMENT C

Narrative Clarifications – Numbers 57 and 58

During our discussions with the Department on October 1, 2018, requests were made to revise and correct two of our responses to the Department's formal Request For Clarifications dated September 7, 2018. Specifically, it was requested that we modify our clarification #57 regarding face-to-face provider rounds on an IPC to reflect a maximum timeframe of at least once every 72 hours, rather than at least once every three days, to ensure our language precisely matched that of the Performance Measures and Stipulation Agreement. We are happy to do so. Our corrected clarification and confirmation response #57 reads as follows:

Centurion confirms that provider rounds on IPCs must be face-to-face and must occur at least once every 72 hours. We confirm our understanding that telephonic consultation and telephonic rounds do not meet the requirements for face-to-face, provider-patient encounters articulated by Performance Measure 66. We agree to meet the requirements established by Performance Measure 66.

As indicated in our response to Clarification Question #28, the Centurion Infirmary Housing Recommendations Manual, we do not typically provide copies of this manual in advance of award, as we prefer to work with our clients following award to ensure the manual content is consistent with client requirements and, as is the case with the ADC, any external requirements such as the Stipulation Agreement. We are aware that the Centurion Infirmary Housing Recommendations Manual, in its current form, does not yet conform with ADC expectations or the requirements of the Stipulation Agreement. Specifically, we acknowledge that the recommendations in our Manual at page 8, Item 12, regarding provider rounds are inconsistent with Department requirements.

We provided the Manual to the Department as Attachment H during this clarification process because of the Department's persistent interest. We fully appreciate that the ADC has developed extensive infrastructure and has both internal and external (Stipulation Agreement) requirements for IPC services. When the content of the Centurion Infirmary Housing Recommendations Manual is inconsistent with ADC requirements, Centurion confirms that we will meet the Department's IPC requirements.

It was also requested that we correct a typographical error in our clarification #58, which mistakenly referenced Performance Measure "75" rather than Performance Measure 65. The corrected clarification and confirmation response #58 reads as follows:

Consistent with Performance Measure 65, Centurion confirms that a written history and physical examination completed by a medical provider will be completed within 72 hours of a patient's admission to the IPC, inclusive of holidays or weekends. Our revised response to RFP Section 1.10.15, Infirmary (IPC) Care,

provided as Attachment I to our prior clarification response, failed to state that the 72-hour timeframe was inclusive of holidays or weekends. We apologize for the omission.

ATTACHMENT C

Internship/Practicum Training Director Position

The ADC requested clarification of the Internship/Practicum Training Director responsibilities in our proposal. We have two corporate staff members who develop these partnerships and they are responsible for establishing and maintaining academic affiliation agreements. Centurion does not require an additional position in order to provide this training opportunity, and we have not built any additional dollars into our bid to fund a position. However, our plan is to manage the administrative components of the program through the use of our regional office staff with clinical supervision provided on site by the appropriate clinical staff.

To ensure that the Department understands the fiscal ramifications of internship and practicum programs going forward, Centurion wishes to state that we do not anticipate requesting any additional funding for this program. We are hopeful the Associate Regional Mental Health Director can take on the administrative roles required for internship and practicum programs as they are developed in the future. The size and scale of the program will ultimately determine if this is feasible. If during the course of developing an APPIC- or CACREP-accredited internship or practicum program, Centurion determines that an additional Training Director is required, Centurion commits to providing up to one full-time, local Training Director in addition to our proposed staff at no additional cost to the Department.

ATTACHMENT C

Winslow Staffing

Centurion appreciates the discussion with Mr. Pratt regarding the Kaibab, Coronado, and Apache facilities in the Winslow ASPC. The modified staffing sheets indicate our revised spread of RNs across the three Winslow facilities (included within our revised pricing proposal submissions). This new plan assures RN staffing at Kaibab and Apache 24/7, and acknowledges that Kaibab staff serve Coronado as needed.

Regional Office Staffing Options (i.e., "Page Two" options)

Centurion appreciates the recommended Regional Office staffing plan found in Exhibit 24 of the RFP. We have modified our submitted Regional Office proposal, which originally increased the RFP recommended staffing plan by 15.0 FTE positions. Our modified proposal description is below, and includes 8.0 FTEs over that which was recommended by the RFP. The modified plan is further delineated in our revised, Exhibit 24 (included within our revised pricing proposal submissions). Our rationale for those eight additional staff members is below. The cost impact of this modification is presented in the financial discussion at the end of this document. We are willing to further discuss and/or provide any additional clarification to support the necessity and value of these additional positions.

Associate Regional Medical Director - 1.0 FTE

Centurion understands the importance of providing the *right* medications and treatment to the *right* patients at the *right* time and place. For this reason, we have added an Associate Regional Medical Director to administer in-state Medical Management services. Reporting to the Regional Medical Director, the Associate Regional Medical Director will work from the Phoenix office to assure proximity to the ADC offices, Mr. Pratt, and other stakeholders. The Associate Regional Medical Director will oversee all non-formulary requests and all Utilization Management services.

Benefit to the ADC: This position will provide greater assurances of formulary and UM compliance and avoidance of duplicate or unnecessary services, thus reducing wastes and costs. The quality and accuracy of services, as well as cost savings generated from the services of this position, go towards offsetting the costs of this position.

Regional Director of Nursing - 1.0 FTE

To ensure quality care, and to lead almost 600 nurses and nurse extenders, Centurion has chosen to divide the state into two regions and provide two Regional Directors of Nursing rather than the one Regional Director of Nursing requested in Exhibit 24 of the RFP. The additional Regional Director of Nursing will have the same roles as the required Director of Nursing. Great emphasis will be placed on staff orientation, training, and retention.

ATTACHMENT C

Benefit to the ADC: This position will assure improved nursing competencies and outcomes, greater visibility of nursing leadership on site, and lower turnover of nursing positions.

Recruiter - 1.0 FTE

Centurion has added a Recruiter to Exhibit 24, causing our Regional Office to have a total of 2.0 FTE Recruiters. In our model, recruiting roles are fairly highly differentiated—we employ Provider Recruiters (prescriber-level staff) and nursing/allied Recruiters. An additional Recruiter in the Regional Office will allow for specificity in recruiting and will yield a higher fill rate over that which the ADC has today.

Benefit to the ADC: This additional position will assure higher fill rates in vacant positions, rapid filling of open positions, and decreased use of outside, temporary staff.

Network Manager - 1.0 FTE

Centurion will maintain a subcontracted relationship with Marquis for the electronic medical record system. We wish that relationship to be transparent to the ADC so we have placed a full-time Network/EMR manager in our Regional Office to immediately address any network issues or issues with the EMR so that the ADC does not get pulled into unnecessary discussions when IT issues need addressing.

Benefit to the ADC: This position will provide significant reduction in the need for the ADC to become involved in network or EMR issues.

Human Resources Business Partner - 1.0 FTE

Centurion places in-state Human Resources support for all our Regional Offices. We believe in-state HR resources better align culturally with our workforce and provide immediate and in-person availability of HR personnel to respond to employee issues that arise. The HR Business Partner will manage all aspects of HR at a local level, including extended leave requests (e.g., FMLA, short-term disability, etc.), employee counseling and corrective action, new hire enrollment, orientation programs, etc. This employee will be based in our Phoenix regional office to ensure proximity to the ADC management team.

Benefit to the ADC: This position will provide personalized, rapid response to all HR issues.

Clerks - 3.0 FTEs

Clerks provide significant supportive services for the program in our Regional Offices and allow our program leadership to spend more time in the field supporting facility staff and programs. Our clerks perform scheduling and reporting services, file management, support employee needs, manage travel, prepare for meetings, assist

with communications with field staff and corporate office, and support our senior clinical leadership team and regional administrative team.

Benefit to the ADC: These positions will ensure our management team is free to administer our programs and to respond to ADC needs in a timely manner.

ATTACHMENT C

Exceptions

In the oral discussion session, the State asked Centurion to review each of the four items and identify any reduction in price that could be gained from each item if approved and adopted by the State. Below we provide some background on the reasons for our proposed items as well as potential related cost savings.

The first item included on the Deviations and Exception form related to termination timeline. While we believe it is in the best interest of Centurion and ADC to adjust termination language to allow for a cure period and reasonable to provide the vendor with a termination provision, we have not included any amounts in our price for this item. Regarding Change of Scope, the RFP included reasonable language regarding changes in scope resulting from legal actions, court orders and change in standards of care. However, the language did not include other change in scope scenarios that we have experienced in other contracts, such as mission changes, state and federal laws, and patient base. The intent of our suggested language was to include these other common drivers of changes in scope.

We did not take exception to the general indemnification requirements. However, we did take exception to the provision related to Parsons v. Ryan. As written, the language regarding Parsons v. Ryan would require Centurion taking liability for actions of others. This is an uninsurable and unlimited obligation. Our suggestion is to revise this language to say that Centurion will be responsible for costs arising from the negligence or breach of Centurion. A change to this language would enable Centurion to reduce its price by $1 million.

For insurance, we have found that industry standard insurance deductibles and limits provide a cost savings, while providing for nearly identical protection. As a subsidiary of a Fortune 100 organization with $4 billion in cash, neither increasing an insurance deductible from $50,000 to $250,000 nor reducing limits to $2 million/$6 million increase the risk of the ADC. However, such a change in the insurance policy does result in substantial cost savings. In our initial RFP response, we indicated that the insurance change would reduce our price by $3 million. In the calculation of that savings, we neglected to factor in our increased SIR cost from raising the deductible. However, we have reduced our Alternative Price by the $3 million we initially indicated. We have included our Certificate of Insurance as Attachment C for our umbrella policy, for review.

ATTACHMENT C

Revised Price Proposal

Centurion is pleased to present our revised pricing on the following RFP Attachment 8 and Attachment 9 Fee and Budget Narrative Schedules as Attachment D. These revisions are a result of discussions earlier this week regarding the Arizona Department of Correction's request for proposals for delivery of Inmate Correctional Healthcare for all State owned and operated correctional complexes. This revised pricing represents a significant reduction from our original pricing as summarized below:

Original Price Proposal	$215,948,228
Revised Price Proposal	$211,825,507
Total Price Reduction	$4,122,721

The above price reduction is the result of additional input and information provided in our meeting with the Department earlier this week. The major components of this price reduction are as follows:

1. Regional staffing reduced by 15.0 FTES from our original proposal so that the staffing matrix included in our revised pricing matches the RFP provided staffing matrix - $1.6M savings.
2. Inpatient hospital costs reduced by $1.0M based on additional information provided in this week's discussions.
3. Travel and equipment cost reductions based on Corizon's current contract detail for those components - $1.1M savings.
4. Corporate Overhead and Administrative and Profit lines reduced by a combined $0.4M, based on feedback received in our meeting with the Department and a reevaluation of the cost included in those pricing lines.

Other changes to pricing schedules based on Department input include the shift of staff backfill and paid-time-off amounts from the Other category under Employer Related Expenditures For Employees to the Base Wages line, and the shift of all pharmacy costs into the Pharmacy column. We have also provided a breakdown of inpatient costs and outpatient costs, as requested, on a separate schedule.

Alternate Price Proposal

Centurion would also like to present a pricing alternative that we believe further represents our effort to provide the Department a price that more accurately reflects the cost of health services. We have included this alternate pricing as Attachment E. This alternate pricing proposal is provided in the indicated pricing sheets that follow, and include the following changes from our revised proposal:

1. The treatment of all pharmacy costs as a pass through will provide the Department complete transparency in this often volatile cost category. Centurion will continue

to provide our proven ability to manage these costs effectively for the Department. This results in a price reduction in this alternate proposal of $32.3M.

2. A waiver of all operational penalties for the first six months of the new contract would allow us to reduce our price by approximately $0.3M. Centurion will quickly bring service levels up to RFP requirements after the start of the new contract, but there may be areas where Centurion falls short of fully meeting requirements for a brief period while processes and personnel are fully established.
3. A change in RFP insurance requirements under professional and general liability insurance from a $50,000 deductible to a $250,000 deductible policy allows Centurion to reduce the insurance component of our pricing by $3.0M.
4. Following a further review of RFP requirements, Centurion believes that the health services program will be more effective and better able to meet contract requirements with the addition of 8.0 FTEs to the regional staff over RFP matrix. This additional staff is added to our Alternate pricing at a cost of approximately $1.0M.
5. The above changes and further review of our corporate support costs provides Centurion the opportunity to reduce our price by an additional $3.9M in Corporate Overhead and Administration and Profit.

This Alternate Pricing Proposal total of $173,394,379 represents a $39M reduction from our Revised Pricing enclosed and a $43M reduction from our original price proposal.

Additionally, we have included copies of Centurion's financial statements for the last five years as Attachment F.

Centurion's Pharmacy Structure in Other State Prison Contracts

As requested, we are providing the pharmacy structure of our other state partnerships. Currently, Centurion is the medical vendor for prisons in six other states. In two of these states, including our largest contract, pharmacy is either carved out or treated as a pass through. In one state program, nearly all pharmacy is carved out with the exception of HIV (50% vendor responsibility) and Hep-C (annual cap). For the remaining five state programs, some form of customized risk-share arrangement exists. The table below provides additional detail on the pharmacy structure in each of Centurion's state markets.

State	Description of Pharmacy Structure
Florida	Pharmacy is completely carved out
New Mexico	Pass-through for all pharmacy costs
Tennessee	Most pharmacy carved out; 50% vendor responsibility for HIV and Hep-C medications (with a cap on Hep-C costs)
Minnesota	Risk share on all medical costs, including pharmacy
Vermont	Total pharmacy costs are capped with vendor responsible for 3% of costs above contract cap
Mississippi	Carve out of all Hep-C and blood disorder medications. Cap on HIV medications.

EXHIBIT D

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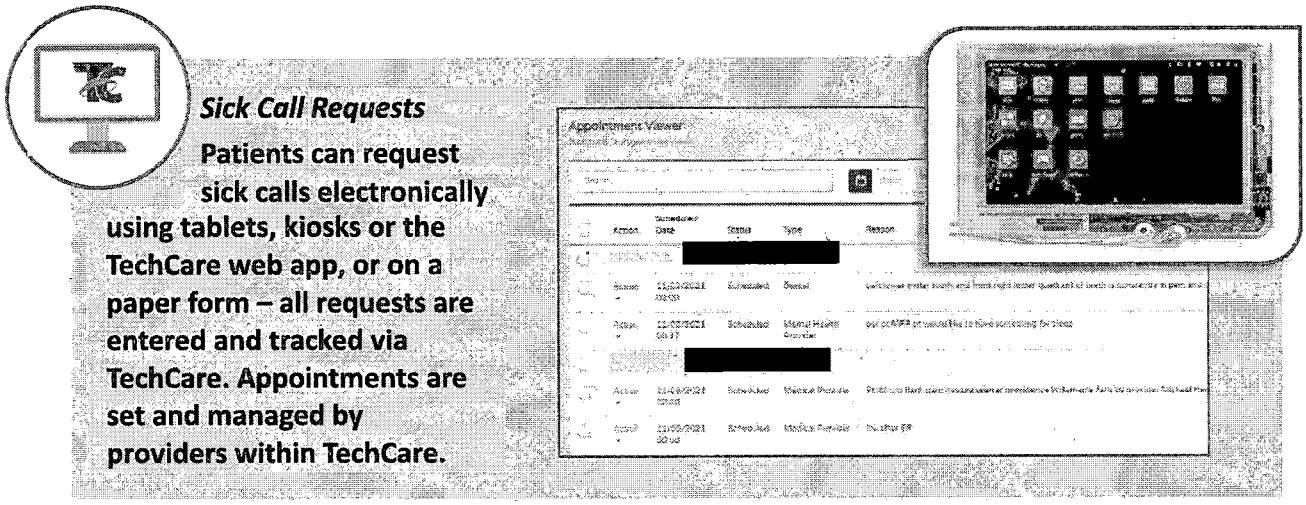
1.10.3 Sick call shall be provided in compliance with Department Order 1101 Inmate Access to Health Care, the MHTM, the DHTM and the MSTM.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.3.1 The Offeror shall describe their plan and ability to meet this requirement. It is the Department's expectation that medical providers shall be onsite to deliver health services from Monday through Friday during regular business hours (7am to 5pm). In order to allow for optimal access to care, weekend and evening clinic hours should be offered.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

Access to care is a top priority, so we take extensive steps to ensure that patients are seen in a timely manner and that sick call days are prioritized by the severity of need. All patients have a daily opportunity to request healthcare through our sick call system, which gives unimpeded access to healthcare services. **Our nursing staff collect, triage, and respond to all requests daily.** The frequency of sick call is consistent with NCCHC standards and each facility's schedule. We will provide appropriate time for nurse call at each ADCRR facility.



Sick Call Services

We will operate site-specific sick call at each ADCRR correctional facility to provide all inmates equal opportunity to request and receive non-emergent health care. **Timeliness of the response to HNRs is an important indicator of quality of care and NaphCare meets NCCHC standards for sick call response times.**

Our daily sick call process meets NCCHC standards, which require face-to-face triage with the patient within 24 hours of receipt of a healthcare request. **To ensure we meet this standard, nurses will triage sick calls on each shift for follow-up.** Sick call services are provided at sufficient levels to allow the healthcare staff to give **same-day response to urgent requests** for healthcare services. Nursing sick call is conducted a minimum of seven (7) days per week, and provider sick call will be conducted according

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to a set schedule agreed upon by NaphCare and Agency. If an inmate's custody status precludes attendance at sick call, then our staff consults with security staff to make access to healthcare services possible.

Triage Methods

Every sick call request goes into TechCare, where nursing staff prioritize all requests on every shift and respond in a timely and appropriate manner. Through TechCare, we create a sick call queue that provides a daily work log and makes the sick call process less time-consuming. The system automatically generates a list of inmates who have requested sick call, ensuring that no requests are overlooked. Multiple sick call requests from one patient are consolidated into one sick call appointment. Within this queue, all sick call requests are subdivided for disposition by the appropriate health professional.

Referrals

Requests are triaged and referred **electronically** to the appropriate mid-level clinical provider as necessary, which means the referral is completed immediately without the need for cumbersome paper logs.

The NaphCare Difference

Our nurses triage sick call requests at every shift to identify urgent medical needs and intervene quickly. Priority requests are evaluated immediately by the Charge Nurse on duty.

***Priority* sick calls supersede *Routine* sick call requests to efficiently maximize staff time and address the most acute needs quickly.** The importance of categorizing sick call requests is to streamline the process and ensure all requests are documented and addressed. The nurse can click on an inmate's name to select it, and then click on an appointment and assign it to the appropriate category. This efficient process makes it easy to respond to requests quickly and ensures that medical staff does not fall behind in processing requests. The clear advantage of using an automated sick call system is that the sequence of the list creates a **PRIORITY** system based on important factors such as acuity and length of time waiting.

Electronic Sick Call Management

TechCare expertly manages inmates' HNRs for medical care. **NaphCare believes in the importance universal access to Sick Call within our facilities, so we offer several methods for patients to submit HNRs including paper slips, tablets, kiosks or the TechCare web app.**

The most seamless and least staff-dependent integration of medical requests occurs in facilities that use electronic submission. NaphCare proposes implementing MyCare Kiosks at each ADCRR facility free of charge. These kiosks offer many advantages such as:

- ✓ Customizable to the ADCRR facilities
- ✓ Optimize correctional officer time by freeing up officers to focus on rehabilitative work
- ✓ Improved, faster access to requested patient care
- ✓ Better informed patients

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- ✓ More efficient and less labor intensive system that results in reduced administration, manual effort and duplication of work
- ✓ Reduced grievances via streamlined communication with clinical staff
- ✓ Waste reduction by eliminating paper

We also understand the ADCRR utilizes a tablet program at ADCRR facilities. We can interface TechCare with patient tablets to enhance access to care and education. This option for providing digital access to care has been successfully deployed across the country and is included at no additional cost.

Using our MyCare tablet app and/or kiosks, patients can request health services 24/7/365 with immediate review by NaphCare clinicians. These tools will be seamlessly merged with TechCare's nursing triage workflow and appointment scheduling application for rapid determination, provider assignment and resolution.

Process

In either scenario above, the following process will be adapted to best fit ADCRR:

1. The patient uses their tablet or kiosk to enter their request for medical or mental healthcare.

2. The interface between the tablet or kiosk and TechCare transfers the request directly into the Sick Call Module, automatically tied to that patient's chart/demographics along with the exact inquiry input by the patient.

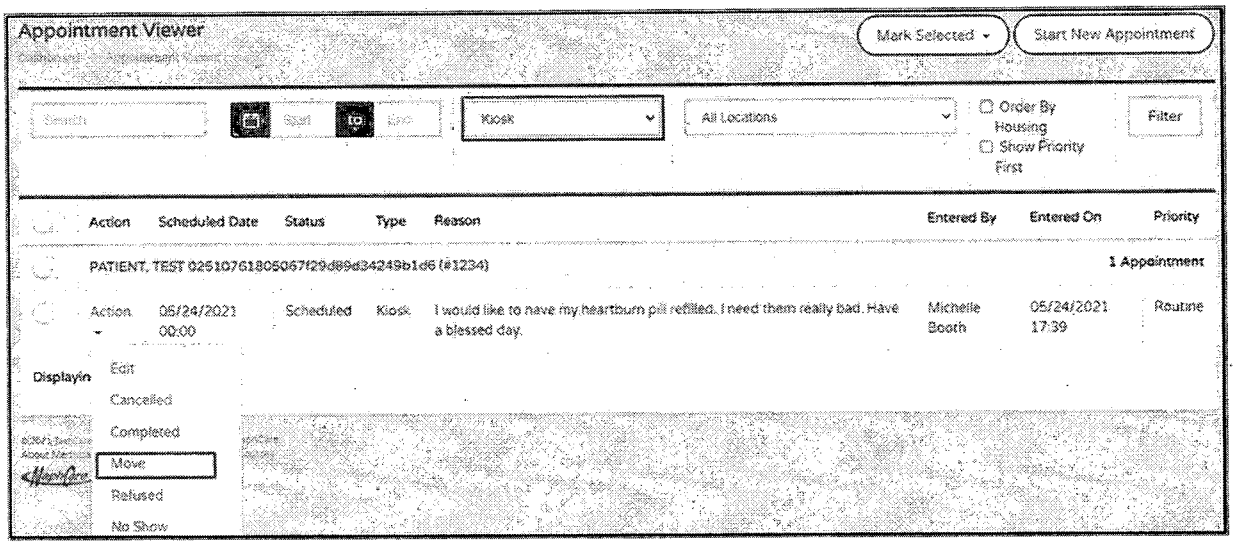
   The requests are placed in a Triage Queue and triaged by designated staff. From here they can easily schedule the patient for the 24 hour face-to-face encounter or any other appropriate type of follow-up from within the appointment queue.

3. The disposition of the request is electronically communicated directly back to the patient (i.e., "you have been scheduled for a nursing sick call," "you have been referred to the provider," etc.). With the MyCare tablet app and kiosk system, we can also provide our patient with additional instructions or specific education on self-care.

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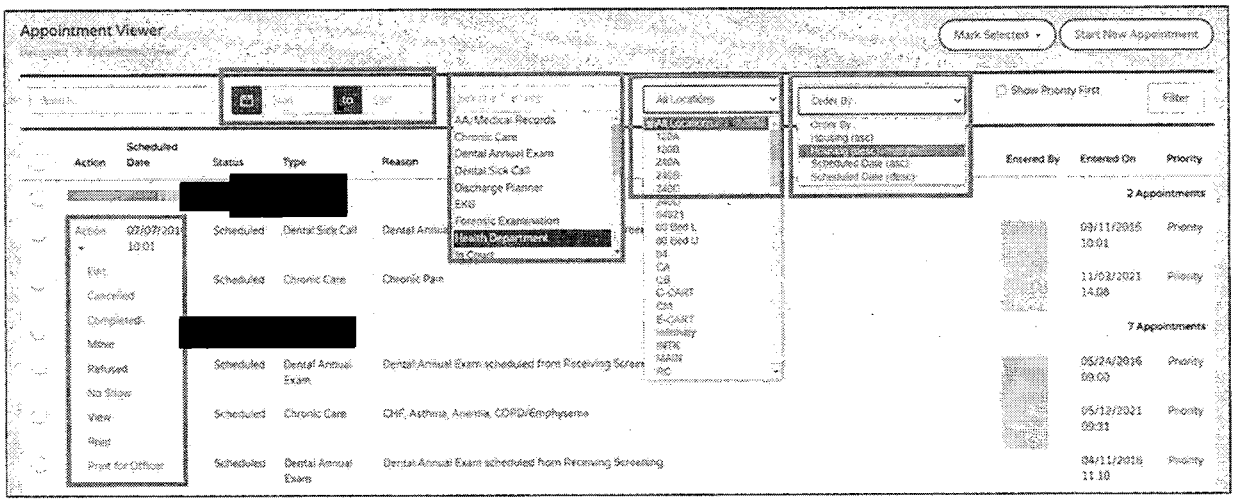
NaphCare

TechCare: Sick Call Viewer



TechCare: Sick Call Scheduling

Once created, sick calls move to the Sick Call Viewer and can be categorized into any number of configurable types including medical, dental, etc.



Scheduling Flexibility and Auto Scheduling Options

In addition to the previous Sick Call Viewer example, TechCare allows for easy assignment of length of time appointments, availability, moves, updates and cancellations. Various auto-scheduling techniques exist within TechCare, including:

- Intelligently scheduling appointments, based on problems identified or requests
- Aggregating appointments (e.g., complete asthma chronic care visit while being seen for a cold)

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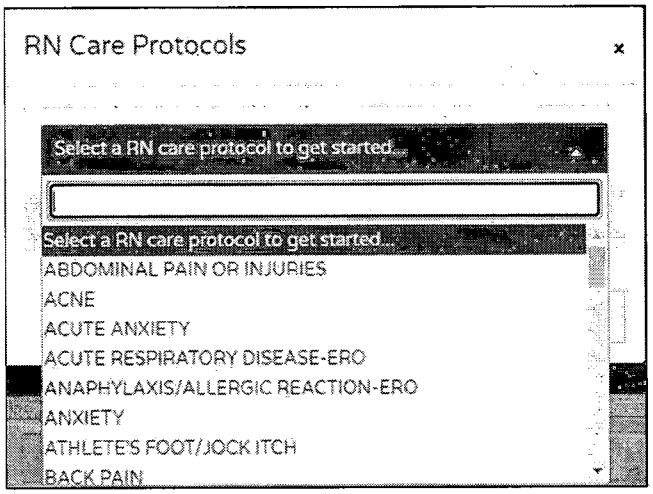
- Organizing Sick Call Lists based on housing, provider and type of request
- Automatically creating and sending "Officer Lists" for corrections staff to transport inmates
- Providing a clear view of workload, overdue appointments, and accompanying reports
- Reducing inmate movement needs within the facility

Decentralized Sick Call

Depending on each facility's particular characteristics, NaphCare is able to implement a decentralized sick call schedule. The TechCare system makes this possible since nurses have access to all inmate medical records via a laptop. This type of model allows nursing personnel to provide care in the units occupied by the patients, which **reduces inmate movement and increases the amount of time allowed for sick call to occur.** Another advantage is that nursing personnel can address routine sick call needs, such as a headache, immediately on the floor. Our clinicians essentially take the clinic to our patients on a daily basis.

Nursing Protocols

Our healthcare staff follows nursing protocols to facilitate the delivery of nursing sick call services. The assessment protocols are appropriate for the level of skill and preparation of administering nursing personnel. Healthcare staff is trained to effectively triage the patient's condition and implement these established protocols. If the patient's condition is beyond the scope of nursing interventions or the patient continues with the same complaint for more than two visits, the patient will be referred to a clinical provider for evaluation and treatment in a timely manner. Health services are provided in a manner that complies with state and federal privacy mandates within the scope of each facility.



The TechCare system is a valuable tool in our nurses' ability to provide care with full compliance. TechCare is preloaded with more than 60 corrections-specific nursing protocols designed to capture pertinent information and initiate action for the immediate need. These protocols are typically reviewed and tailored to fit each facility's requirements and processes.

We have developed nursing protocols that enable healthcare staff to readily deal with common ailments and integrated these protocols into TechCare for ease of access, ease of use, and ease of documentation. All nursing protocols are approved by our Chief Medical Officer and are reviewed annually by the Arizona Chief Executive Officer, FHA, and responsible physician.

Healthcare staff can access the protocols while treating the patient through TechCare. The "Nursing Protocol" tab allows healthcare staff to easily scroll through an alphabetic listing. The protocols ensure

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that patients are treated in an effective, efficient manner by the nursing staff, and they allow the nursing staff to more easily distinguish minor ailments from emergent medical needs.

1.10.4 Specialty Care. Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary and as required by Department Order 1101 Inmate Access to Health Care and the MSTM. Development of programs that incorporate best practices, prevention strategies, clinical practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools are required.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.1 The Contractor shall operate on-site specialty clinics at Complexes. The Contractor shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists. The Contractor shall establish the provision of telehealth specialty care when feasible and shall be responsible for supplies and equipment to deliver these services. The Contractor shall be responsible for all supplies used or ordered by the specialist.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare understands the ADCRR desire to reduce the need for offsite trips and the security risk and strain involved. NaphCare intends to provide the following specialty clinics onsite for ADCRR patients:

- ✓ Wound Care
- ✓ Dialysis
- ✓ Terminally Ill/Palliative Care
- ✓ Vision
- ✓ Audiology
- ✓ Physical, Occupational, and Speech Therapy
- ✓ Obstetrics and Gynecology
- ✓ Infectious Diseases

Other onsite specialty services will be identified through our Utilization Management process and brought onsite as soon as patient volume merits.

NaphCare Emphasis on Onsite Care

Specialty care needs vary by patient population and facility requirements. At NaphCare, we aim to provide the highest level of patient care onsite to decrease costs associated with offsite services and custody transport. We monitor and analyze treatment trends to identify opportunities to bring specialty clinics onsite if warranted by the volume of patient need. The following pages outline our services in these areas that will reduce patient transports and program costs while enhancing onsite patient care.

- ✓ **Preventive Approach to Healthcare**
  We place great emphasis on preventive medicine. We identify important issues early so we can intervene early. **We believe this approach is best for patients because it keeps them healthy and stable, and best for correctional facilities because it reduces offsite trips and emergency medical situations.**

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From the initial receiving screening to the completion of the health and physical assessment, from nursing protocols for routine sick call requests to managing complex chronic conditions, we follow a pattern that combines multiple levels of triage with opportunities to intervene and educate patients. At all of our client facilities, the onsite healthcare staff focuses on preventive care, continuously working as a team to prevent unnecessary offsite referrals and emergencies.

Our staff is trained to always have a screening mindset, be on the lookout for important clinical issues, and use such opportunities for brief interventions, such as patient-focused education. When needed, referral for further treatment is provided. Our preventive approach has been shown to be one of the most effective methods for motivating patients to adhere to healthcare recommendations, which in turn leads to the best possible health outcomes while providing the most cost-effective care.

✓ **Utilization Management Program**
We take correctional UM to a new level by reviewing all offsite services. When offsite care is required, our Utilization Management team collaborates daily with health services staff and offsite providers to ensure appropriate usage of healthcare services.

Our electronic operating system and health record, TechCare, is integral in managing the offsite patient care. Not only do we provide a daily list of all patients currently hospitalized, we also detail the clinical course and treatment plan. **This data allows us to track and trend offsite care in order to find opportunities to reduce costs and bring specialties onsite.**

✓ **Telemedicine and Telepsychiatry**
NaphCare has a developed telemedicine and telepsychiatry program that provides alternatives to sending patients offsite for care. We will utilize the clinical expertise of our own board-certified corporate team of specialists to provide specialty consultation in the following areas: Infectious Disease, Orthopedics, Ophthalmology, Nephrology, Endocrinology, Cardiology, Gastroenterology, Dermatology, Psychiatry, and Urology. We also have our **STATCare Team of 12 Arizona-based Providers and 20+ Corporate Office-based Providers** who are always available to ADCRR onsite staff to provide telehealth consultations. If a specialty is not provided through our corporate team of specialists, our onsite staff also have access to eConsults Specialty Services, which has more than 70 specialties and sub-specialties available for telehealth consultation.

✓ **Organized Medical Scheduling**
Our process for offsite requests ensures seamless preparation and performance of offsite care. From your facility, our Administrative Assistant organizes and executes every step of the process with the priority on full communication and cooperation for the most organized, cost-efficient, and safe results. We work to group offsite appointments, minimizing costly transport and security needs.

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✓ **ER Training & Wound Care**

NaphCare provides training in Emergency Room skills as another way to improve care and reduce the number of offsite visits at our client facilities. The training topics include management of wounds (suturing vs. skin glue), fractures (when to splint vs. send to ER for urgent evaluation), seizures, head injuries, epistaxis and eye injuries. This teaching is invaluable, as it gives our clinical staff the education and tools to manage more issues onsite and improves the overall healthcare of our patients. ER training can be provided through a combination of on-demand video content, webinar/skype seminars and live in-person training.

NaphCare also provides a telehealth wound care program that provides electronic clinical review and a weekly, personalized supply and delivery of needed medications for onsite wound care. Supported by board-certified physicians and certified wound care nurses, this program uses evidence-based protocols and a wound care supply formulary to increase clinical care capacity. Outcomes include reduced incidence of wound infections and amputations, improved patient wound care compliance and healing rates, and reduced hospitalizations.

✓ **Infirmary Care**

By providing high quality care in onsite infirmaries, we have found that more extensively trained staff can help alleviate emergent medical situations before they ever occur. This process saves valuable time and resources because of the ability to reduce offsite transfers and specialty care.

✓ **Onsite Specialty Clinics**

We seek to provide the maximum level of clinical activity onsite in order to achieve increased security and enhanced cost-effective care. With proven negotiation and network development skills, the Network Management department will source onsite specialty services as the volume of patient care needs merits. We have established onsite services for our current clients in the following specialties:

- Optometry
- Cardiology
- General Surgery
- Orthopedic Surgery
- OB/GYN
- Infectious Disease
- STD and HIV Clinics
- Ultrasound
- MRI
- CT
- Mammograms
- Urology

Reducing Offsite Trips

NaphCare implements several value-added services to help reduce the number of offsite trips and the correctional officer resources these trips require. While each client facility is different, NaphCare approaches our programs with an emphasis on proactive, preventive care that leads to fewer offsite and emergency trips.

NaphCare will seek to improve the provision of onsite care and telemedicine options at each of the ADCRR facilities in order to reduce offsite trips. In addition to the methods stated above for providing

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specialty care, NaphCare will also implement the following methods for reducing patient transports and program costs while enhancing onsite patient care.

- ✓ **Telehealth Wound Care** - As a value added addition to NaphCare's telemedicine applications, we provide a telehealth wound care program to address patients in need of advanced wound care without the need for offsite trips. The program delivers electronic clinical review and a weekly, personalized supply and delivery of needed medications for onsite wound care. As a result, patients in ADCRR custody with complex or poorly healing wounds can receive specialty wound care onsite. Supported by board-certified physicians and certified wound care nurses, this program uses evidence-based protocols and a wound care supply formulary to increase clinical care capacity. Outcomes include reduced incidence of wound infections and amputations, improved patient wound care compliance and healing rates, and reduced hospitalizations.

- ✓ **Clinical Skills Training and Education** – NaphCare provides onsite clinical training to ensure our nursing staff is fully capable of performing routine nursing skills including, but not limited to, wound VAC (vacuum-assisted closure) therapy, wound care, IV line insertions, PEG and central line care, tube feedings, chemotherapy monitoring, pre- and post-op care, tracheotomy care, and care for patients with fractures, seizures, head injuries, epistaxis, eye injuries, and other conditions that often lead to offsite care.

- ✓ **Utilization Management** – Through Utilization Management, we review and track offsite care, allowing us to ensure all care provided offsite is medically necessary and onsite care is prioritized to save our clients the cost of patient transports and offsite care whenever possible. Our process is managed within our electronic operating system, TechCare, enabling us to automate healthcare staff reminders for the tracking and follow-up of necessary offsite care. This ensures that tracking is consistent and documentation ironclad. The intention of providing care onsite whenever clinically possible is built into our Utilization Management process with the first step being evaluation of the request for the possibility of onsite care alternatives. **We focus on maintaining a healthy patient population and providing the maximum amount of services onsite possible, saving our clients resources through minimizing offsite trips.**

1.10.4.2 The Contractor shall make referral arrangements with specialists for the treatment of those inmates which may extend beyond the primary care services, specialty clinics or infirmary services provided on-site. All outside referrals shall be coordinated with the Department correctional officers in arranging transportation and correctional officer coverage. The Contractor shall be responsible for all costs of such care by specialists and other service providers.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. If a patient requires offsite care, NaphCare provides the most cost-effective and well-coordinated medical services possible. Our TechCare and web-based systems play an integral part in managing the care of any inmate needing outside services. Not only do we provide a daily list of all patients currently hospitalized, but we also detail the clinical course and treatment plan; all this information is readily

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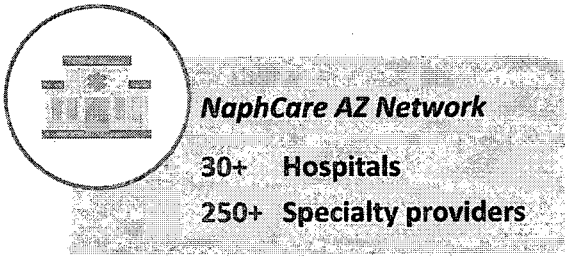
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available within TechCare to all authorized users. The availability of information makes communicating and coordinating care and discharge needs much easier. This data also allows us to track and trend offsite care in order to find opportunities to reduce costs and bring specialties onsite. By providing centralized offsite management services, the onsite medical staff is able to focus solely on patient care.

NaphCare's comprehensive offsite services program includes much more than just building provider networks or paying claims. Our highly qualified departments provide services in all areas of offsite care, such as network management, centralized scheduling, utilization management, medical records, and claims.

Network Management

NaphCare is an experienced provider and administrator of off-site care and Preferred Provider Networks. We boast a Network Management Department that is focused on developing beneficial provider networks for our clients. Currently, we coordinate offsite care and specialty medical services for 30 federal Bureau of Prisons (BOP) facilities and 50 local jail facilities. This network contains over 20,000 physicians and 500 facilities across the country. Our network management specialists are experienced in many types of provider negotiations such as hospital, physician, and agreements for providing onsite specialty clinic services. We will manage the network for the ADCCR with efficiency, quality, and cost effectiveness.



We already have an extensive healthcare network in place in Arizona due to our client sites in Maricopa and Pima Counties and at the Federal Correctional Institution in Phoenix and we will further expand these this network and these agreements to include the ADCRR.

NaphCare's Network Management Features:

- ✓ 37+ years of experience successfully building comprehensive healthcare networks offering a full array of clinical services throughout the US, including small, rural areas
- ✓ Assign a primary point of contact for correctional facilities, hospitals, and network providers to enhance communication, security concerns, and maintain positive working relations
- ✓ Utilize benchmark payment rates, such as current Medicare or Medicaid rates, to establish fair, cost-effective pricing across the entire network
- ✓ Continually evaluate networks and contracts to ensure competitive pricing and accuracy of provider availability
- ✓ Maintain positive community/network provider relations by communicating often, resolving concerns and quickly rectify billing/payment disputes
- ✓ Coordinate security needs with provider needs

Communication with ADCRR Staff Regarding Offsite Care

TechCare generates and maintains an offsite calendar of appointments that is visible to any authorized onsite personnel and security officers. **The Offsite Calendar allows us to easily consolidate offsite trips, saving custody transportation costs and overtime.**

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In addition to the vast functionality that exists within the calendar and scheduling system, NaphCare can track and trend all cancelled appointments. Missed or cancelled appointments are often unavoidable, but they create a drain on facility resources. Our goal is to minimize cancellations whenever possible. We record every cancelled appointment so we can track and trend the data to reduce cancellations and ensure new appointments are scheduled.

1.10.4.2.1 Urgent specialty consults are to be completed within thirty (30) calendar days of the order.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.2.2 Routine specialty consults are to be completed within sixty (60) days of the order.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.3 Prior authorization requests for referral to outside consultations, appointments, or in-patient care shall be in compliance with Department policies and the Contractor's approved utilization review processes.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare will incorporate Department policies into our utilization review processes, ensuring continual compliance and consistent quality of care.

1.10.4.4 Contractor staff shall communicate with representatives from the hospital(s) and other providers to coordinate the referral of inmates for services. Policies and procedures shall be established regarding the referral methods, scheduling, transportation, reporting of test results, health records, discharge summaries and patient follow-up.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

Medical Scheduling

TechCare helps facilitate the exchange of important healthcare and financial information between the correctional facility and NaphCare. This system has several key features such as:

- ✓ Customized reporting
- ✓ Ability to track patient healthcare (offsite specialty appointment by type)
- ✓ Electronic calendar system
- ✓ Ability to view all offsite appointments and onsite clinics
- ✓ Inpatient stay status
- ✓ View and print medical records for offsite appointments
- ✓ Information packet for security to schedule transportation of patients

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An Organized and Efficient Process

Our process for offsite requests ensures seamless preparation and performance of offsite care. Approved requests are scheduled, noting such details as patient insurance and special instructions. Appointments classified as urgent or routine and appointment requests are addressed and scheduled within the required timeframes.

TechCare generates and maintains an offsite calendar of appointments that is visible to any authorized onsite personnel and security officers. **The Offsite Calendar allows us to easily consolidate offsite trips, saving custody transportation costs and overtime.**

An Offsite Healthcare Authorization Form is completed for patients who require specialty care services. This form accompanies the patient during transport from the correctional facility to the provider for treatment. Each offsite referral results in a consultation/treatment report created by the offsite provider, which is reviewed and filed in the patient's medical record.

In addition to the vast functionality that exists within the calendar and scheduling system, NaphCare can track and trend all cancelled appointments. Missed or cancelled appointments are often unavoidable, but they create a drain on facility resources. Our goal is to work with each client to minimize cancellations whenever possible. We record every cancelled appointment with the following information so we can track and trend the data to reduce cancellations and ensure new appointments are scheduled:

- ✓ Patient name, Date of Birth, Patient Number
- ✓ Original date of service
- ✓ Who cancelled the appointment
- ✓ Why the appointment was cancelled – patient released from custody, security issues, provider cancelled, or other reasons.

Pre-Procedure Instructions to Patients

With the goal of educating patients on scheduled offsite procedures, clinical support staff provides patients with medical instructions and information prior to these procedures. Through this process, patients receive evidence-based answers to clinical questions at the point of care. Informed of their procedures, patients are prepared to ask questions and engage in conversations with clinical staff regarding course of treatment. Patients have the tools necessary to improve treatment prognosis and minimize recidivism through self-care.

Responsible Offsite Management Follow-Up

Individuals returning to the correctional facility following offsite treatment encounters return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. A registered nurse evaluates all patients returning from an inpatient hospital stay prior to placement in the general population. These patients also see an onsite provider as soon as possible to ensure appropriate orders and follow-up.

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Medical Records Department

NaphCare's Medical Records Department supports coordination of offsite services. On behalf of the facility, we obtain copies of all diagnosis, treatments, treatment plans, final medical records, discharge summaries, and other information related to the offsite referral in a very timely manner. Our Medical Records Department has direct access to many hospital's EHR systems (*where they exist and appropriate access has been granted*) to obtain records immediately upon completion of service which greatly adds to the continuity of care of the patients.

When the records are received, they are filed in the patient's electronic health record in TechCare. Appropriate personnel can view medical records and print a hard copy for each appointment or medical service provided. As a quality assurance measure, the records also stay on the site Medical Director's TechCare 'Doctor's Queue' until they are reviewed by the ordering physician. This service greatly aids continuity of care and the ease with which services are coordinated. In addition, the timely distribution of hospital reports, discharge summaries, and consult reports ensures compliance with program review requirements.

NaphCare's Medical Record Department is also available to assist our clients in securing medical records for care that is delivered in the community prior to incarceration. Determining the appropriate course of treatment inside the facility is difficult if current outside medical records are not available. NaphCare assumes the responsibility of securing these records for onsite providers so that appropriate intervention and care can be delivered quickly and efficiently. Securing outside medical records also reduces onsite healthcare costs by eliminating the need to repeat costly tests that may have been provided prior to incarceration.

TechCare stores all outside medical record information and ensures all medical records and documentation are protected. TechCare ensures security and HIPAA compliance by utilizing industry standards of security.

1.10.4.5 On-site Specialty Care Services shall include:

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.5.1 Vision: inmates shall receive vision services, if requested, at intervals of no greater frequency than twenty four (24) months in accordance with guidelines of the American Optometric Association. Eyeglasses shall be provided as prescribed as a part of the vision testing. Inmates fifty (50) years of age or older, or inmates with a confirmed diagnosis of diabetes shall be examined by the Optometrist on an annual basis. When an inmate's lens prescription has changed or other medical necessity arises in less than twenty four (24) months, the Contractor shall provide new prescription lens and frames.

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NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare intends to subcontract with Institutional Eye Care to provide onsite Vision clinics at all ADCRR sites. NaphCare has a long history of partnering with this company that includes an already established electronic bridge between their systems and TechCare, ensuring that patient health records stay up-to-date in real time, as care is being provided and notated. **We have included the required subcontractor Letter of Intent and Proof of Insurance under tab "2.9.1.6 Identification of Subcontractors".**

INSTITUTIONAL EYE CARE LLC
Sharing your Vision for Excellence in On Site Health Care since 1983

1.10.4.5.2 Audiology: The Contractor shall make audiology services available to all inmates including but not limited to, testing and appliances as needed and/or prescribed.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare intends to subcontract with Your Hearing Network to provide onsite Audiology clinics at all ADCRR sites. NaphCare has a long history of partnering with this company that includes an already established electronic bridge between their systems and TechCare, ensuring that patient health records stay up-to-date in real time, as care is being provided and notated. **We have included the required subcontractor Letter of Intent and Proof of Insurance under tab "2.9.1.6 Identification of Subcontractors".**

yourhearing network

1.10.4.5.3 Physical, Occupational, and Speech Therapy: The Contractor shall provide therapy services to all inmates requiring such services by provider order. The Contractor shall arrange therapy services on-site within the Complex to the extent possible within given space availability. The Contractor shall purchase and maintain basic equipment necessary for therapy services on-site within the Complex, if not already available, as approved by the complex Warden. Restorative programs are to be available to inmates in any level of medical housing to improve the ability to meet appropriate activities of daily living.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.5.4 Dialysis: The Contractor shall be financially responsible for and oversee the maintenance of full service dialysis units. Dialysis units are to be overseen by a board-certified Nephrologist. All associated medical costs include dialysis materials and pharmaceuticals, such as Epogen. The Contractor shall supply medical equipment for emergencies, at a minimum, as AED, oxygen and suction machine in the dialysis unit. It is the Contractor's responsibility for maintaining all equipment in the dialysis units. The Contractor shall provide orientation packets to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the Department. Dialysis staff should be included in CQI process. The dialysis units shall be fully staffed as needed to

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accommodate the inmates needing services. In the event of dialysis equipment failure due to electrical outages or other circumstances, the Contractor shall have a written plan of action to meet the dialysis needs of these inmates without interruption of service. The plan shall utilize non-Department facilities only after all other avenues have been exhausted and only upon the approval of the MSCMB. Female inmates requiring dialysis will be provided such services as needed in coordination with an offsite provider, and scheduled in coordination with operations staff. If three (3) or more female inmates require hemodialysis, on-site dialysis, the Contractor shall be financially responsible for lease or purchase, installation, and maintenance of a full service dialysis unit at the female complex.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare has been providing dialysis services for state correctional systems since 1995 and intends to provide this specialty services to the ADCRR ourselves. This means that dialysis staff will also be utilizing TechCare, providing further seamless continuity of care within the health record.

NaphCare's Correctional Dialysis Units for State DOCs

NaphCare began providing dialysis treatments in 1995 in response to the growing number of county, state, and federal inmates with End Stage Renal Disease (ESRD). With extensive experience in the delivery of renal care, exclusively at correctional facilities for the inmate population, NaphCare implements quality, cost-effective nephrology programs specifically tailored to the unique needs of our clients. As a leading on-site dialysis provider for correctional facilities, NaphCare is uniquely qualified to provide services for the ADCRR.

NaphCare State DOC Clients – Dialysis Units

- ✓ Alaska Department of Corrections
- ✓ California Department of Corrections and Rehabilitation
- ✓ Colorado Department of Corrections
- ✓ New York Department of Correctional Services
- ✓ North Carolina Department of Corrections
- ✓ Oklahoma Department of Corrections
- ✓ Oregon Department of Corrections
- ✓ Washington Department of Corrections

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NaphCare's Active Dialysis Clients

California Department of Corrections and Rehabilitation California Health Care Facility (CHCF) San Quentin State Prison (SQ) Wasco State Prison (WSP) Richard J Donovan Correctional Facility(RJD)	
Contract Dates and Years of Service	2020 - Present
Average Daily Population	CHCF: 2751 San Quentin: 3774 Wasco: 2984 Richard J Donovan: 4000
Dialysis Patient Census	147 Hemodialysis, Peritoneal Dialysis as needed
Approximate Number of Treatments per Year	21,600
Client Address	CHCF: 7707 Austin Road, Stockton CA 95215 SQ: 1 Main Street, San Quentin CA 94964 WSP: 701 Scofield Avenue, Wasco CA 93280 RJD: 480 Alta Road, San Diego CA 92179
Reference Contact	Shannon Giachello Telephone: (916) 691-4110 Fax: (916) 691-3948 Shannon.Giachello@cdcr.ca.gov
Services	Hemodialysis; Peritoneal Dialysis; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies; Dietitian; Social Worker
Contract Summary	The contract was awarded to NaphCare in 2020 through a competitive bid process. NaphCare began providing dialysis service in October 2020.

New York Department of Correctional Services - Fishkill Correctional Facility	
Contract Dates and Summary	2006 – Present; NaphCare has provided services here since the inception of the dialysis unit. The contract was re-awarded to NaphCare in 2012 and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	22 Hemodialysis, Peritoneal Dialysis as needed; 3,400 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance,

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	and Supplies; Dietitian; Social Worker. Unit operates Monday through Saturday.

New York Department of Correctional Services – Wende Correctional Facility	
Contract Dates and Summary	2002 – Present; NaphCare has provided services here since the inception of the dialysis unit. The contract was re-awarded to NaphCare in 2006, 2012, and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	24 Hemodialysis; 3,700 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies; Dietitian; Social Worker. Unit Operates six days per week.

North Carolina Department of Corrections – Central Prison Hospital	
Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2016, and 2018. We assisted in the transition of the dialysis unit to the new Central Prison Hospital in 2011.
Dialysis Patient Census and Approximate Number of Treatments per Year	25 Hemodialysis; 5,460 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

North Carolina Department of Corrections – North Carolina Women's Correctional Institution	
Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2016, and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	3 Hemodialysis; 156 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates three days per week.

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North Carolina Department of Corrections – Scotland Correctional Institute	
Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2011, and 2018. NaphCare built a 12-station dialysis unit at the Hoke Correctional Institute in 2011 due to the closure of the McCain Prison Hospital. We recently built an 18-station modular dialysis unit at Scotland Correctional Institute for the NADCRR and transitioned services from Hoke to Scotland in 2019.
Dialysis Patient Census and Approximate Number of Treatments per Year	40 Hemodialysis; 3,900 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

Oregon Department of Corrections – Two Rivers Correctional Institution	
Contract Dates and Summary	2002 – Present; NaphCare helped design and equip this unit and has provided services at this location since its inception in 2002.
Dialysis Patient Census and Approximate Number of Treatments per Year	21 Hemodialysis; 3,300 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

Oregon Department of Corrections – Coffee Creek Correctional Facility	
Contract Dates and Summary	3/2016 – present; NaphCare assisted the Oregon DOC with the planning and construction of this dialysis unit due to the growing need to have on-site dialysis capabilities in the western part of the state. We have provided services here since the inception of the unit in 2016.
Dialysis Patient Census and Approximate Number of Treatments per Year	2 Hemodialysis; 312 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site

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	Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates 3 days per week.

Washington Department of Corrections, Washington State Reformatory – Monroe Correctional Dialysis Unit	
Contract Dates and Summary	2000 – Present; NaphCare helped design and equip this unit and has provided services at this location since the inception of the dialysis unit and were re-awarded the contract in 2005 and 2007.
Dialysis Patient Census and Approximate Number of Treatments per Year	10 Hemodialysis; 1,560 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Colorado Department of Corrections – Denver Reception and Diagnostic Center	
Contract Dates and Summary	2003 – Present; NaphCare took over services from a local dialysis provider in 2003 and we continue to provide dialysis services. NaphCare has participated in two unit relocations, including the design and build projects.
Dialysis Patient Census and Approximate Number of Treatments per Year	23 Hemodialysis; 3,600 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, On-call Services, and Pre-Renal Clinics; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Oklahoma Department of Corrections – Lexington Assessment and Reception Center	
Contract Dates and Summary	2013 – Present; NaphCare took over services from a local dialysis provider and has provided services at this location since 2013.
Dialysis Patient Census and Approximate Number of Treatments per Year	18 Hemodialysis; 2,800 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding and On-call Services; On-site Management; Nursing Staff;

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	Equipment, Maintenance, Dialysis related medications, and Supplies. Unit operates three days per week.

Alaska Department of Corrections – Goose Creek Correctional Center	
Contract Dates and Summary	2019 – present; NaphCare was awarded the contract to provide dialysis services in 2019. We assisted the DOC in designing the dialysis unit at the Goose Creek Correctional Center, and services began January 2020.
Dialysis Patient Census and Approximate Number of Treatments per Year	4 Hemodialysis patients; 650 treatments per year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, and On-call Services; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

San Bernardino County, California – West Valley Detention Center	
Contract Dates	2017 - present
Approximate Number of Treatments per Year	1,440
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, On-call Services, On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Hillsborough County Jail – Tampa, FL	
Contract Dates and Summary	October 2014 – present; NaphCare is the provider of comprehensive healthcare services for Hillsborough County with onsite dialysis included.
Approximate Number of Treatments per Year	200
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including rounding and on-call services; On-site management; Nursing staff; EHR, Equipment, Maintenance, Supplies, and Dialysis-related medications. The unit operates three days per week.

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NaphCare's Approach to Dialysis Services

All nephrology services are provided in compliance with all applicable standards of care, including but not limited to, the following:

- ✓ Title 42: Code of Federal Regulations, Section 405, Subpart U
- ✓ The National Kidney Foundation Kidney Disease Outcomes Quality Initiative (NKF KDOQI ™)
- ✓ Renal Physicians Association (RPA)
- ✓ Centers for Medicare and Medicaid Services (CMS)
- ✓ Association for the Advancement of Medical Instrumentation (AAMI)
- ✓ American Correctional Association (ACA)
- ✓ National Commission on Correctional Health Care (NCCHC)

NaphCare will provide the complete management, staffing and operation of the dialysis units for the ADCRR. Each patient will be treated according to the treatment plan outlined by the board-certified Nephrologist. The treatment plan will include:

- ✓ Admission to the dialysis program with Consent, Rights and Responsibilities, Nursing assessment, Dialysis Patient Handbook, Treatment agreement.
- ✓ The Assessment and Plan of care will focus on: Health status and history, complaints, vital signs, cardiovascular status, blood pressure and fluid management, Lipids, Anemia, Bone Health, Nutrition, Diabetic management, Dialysis adequacy, Dialysis Access, Infections, Vaccinations, Psychosocial status, Treatment modality, Transplant status, Disaster review, medication review, Advanced Directives, and goals.
- ✓ Monthly Laboratories and per nephrologist orders
- ✓ Patient education with monthly topics such as access care, treatment compliance, emergency dialysis treatment disconnect, renal diet, fluid management, infection prevention, dialysis related medications, laboratory values, etc.

NaphCare will provide and maintain all hemodialysis equipment and supplies. We propose to provide the following equipment for providing state of the art and top quality dialysis treatments:

- ✓ New Fresenius 2008T Hemodialysis machines with Diasafe Plus Filter System – adds further layer of protection in the prevention of pyrogenic reactions through the integrated dialysate filter called the DIASAFE plus which is designed to yield ultrapure dialysate.
- ✓ One (1) new Fresenius 2008T Hemodialysis machine to be used for back up at each unit
- ✓ One (1) Blood Temperature Module at each unit – Provides the ability to monitor and track vascular access blood flow rates and recirculation of Grafts and Fistulas regularly.
    - o One (1) CLiC device – at each unit. This device non-invasively measures percent change in blood volume and oxygen saturation in real time and provides optimal evaluations of fluid management and removal.
- ✓ Maintain the hemodialysis machines per manufacturer recommendations.
- ✓ Provide and maintain all components of the water treatment system so the product water used for dialysis treatments meets the standards set forth by the Association for the Advancement of

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Medical Instrumentation (AAMI). • Monthly testing of the product water is completed based on AAMI guidelines and recommendations.

- ✓ Utilize Deionization with divert to drain for back up water treatment in the event of Reverse Osmosis system failure or dysfunction.
- ✓ Provide and administer intra-dialytic intravenous medications including: Heparin, Erythropoietin stimulating agents (ESAs), IV iron, Vitamin D, Antibiotics if needed.
- ✓ Emergency cart with AED, Oxygen, and Suction
- ✓ Maintain current Material Safety Data Sheets manual

The Fresenius 2008T machine has many added capabilities that allow our dialysis staff to provide better quality treatments. One of the most important functions is the online clearance function which enables the dialysis nurses and Nephrologist to obtain the patients Kt/V data during the actual treatment versus working from monthly laboratory data alone (KT/V is short for Kinetic Modeling and is the standard for illustrating the effectiveness of a patient's dialysis prescription). This allows the staff to make adjustments to the patient's treatment at the point of care and ensures the ability for the dialysis patients to receive a quality dialysis treatment each and every time.

In the event of an emergency rendering dialysis services incapable of being performed onsite, NaphCare has entered into a national backup agreement with a dialysis provider to provide dialysis services in the community. If the capability of onsite dialysis will be restored within 24 hours, efforts will be made to dialyze the patients the next day depending on the health status assessment of each patient. If there is a power outage and the facility has back up power for dialysis operations, the treatments will continue onsite.

NaphCare's ADCRR Dialysis Staffing

NaphCare will staff the dialysis units with at least one (1) Registered Nurse (RN) per 12 patients dialyzing in the unit and one (1) Patient Care Technician per four (4) patients dialyzing in the unit. The overall staff to patient ratio will be no less than 4:1. The RN is always present in the dialysis unit while patients are undergoing dialysis treatments and care.

Nephrologist/Medical Director

The board-certified nephrologist and medical director will be one and the same. **NaphCare intends to subcontract with the ADCRR's current Nephrologist, Dr. Syed K. Masood, to ensure continuity of care for patients. We have included the requisite subcontractor LOI and proof of insurance under tab "2.9.1.6 Identification of Subcontractors".** The nephrologist will act as a liaison for medical aspects of the dialysis unit with comprehensive healthcare staff, correctional facility personnel, and any other outside agencies that may interact with the dialysis unit.

Dr. Syed K. Masood is a board certified nephrologist licensed to practice in the state of Arizona without restrictions and has admitting and referral relationships with area hospitals. The nephrologist will provide on-site face to face consultation and physical assessments for each patient receiving hemodialysis and/or CAPD treatments. The physical assessments will include an evaluation of treatment effectiveness and recommendations for necessary modifications. The nephrologist will also provide on call services to respond to emergencies and consultations related to the renal condition of

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the patients assigned to the unit, follow-up evaluations, treatment recommendations, and overall primary responsibility for the dialysis unit operations. The following are examples of other duties and responsibilities for NaphCare nephrologists:

- ✓ Participation in accepting ESRD patients for treatment and selection of suitable treatment modality ie: transplantation, Hemodialysis, Peritoneal dialysis.
- ✓ Supervises, in coordination with NaphCare, and ensures adequate training of Nurses and Certified Hemodialysis Technicians in dialysis techniques.
- ✓ Assists in assuring availability, necessary modifications, review, and implementation of patient care policies and procedures.
- ✓ Ensures the dialysis unit is in compliance with all state and federal regulations concerning the dialysis standards and patient confidentiality.
- ✓ Assists in establishment, maintenance, review, and implementation of quality assurance and utilization review programs of the facility with respect to dialysis procedures.
- ✓ Meet regularly with nursing staff to review blood chemistries and adequacy of dialysis treatments.
- ✓ Reviews water quality monitoring and maintenance responsibilities and results related to dialysis.
- ✓ Advises and provides recommendations as needed including recommendations related to equipment maintenance, repair, and replacement needs
- ✓ Ensures individualized written treatment plans are developed for each inmate dialysis patient requiring dialysis treatment.
- ✓ Performs patient History and Physical examinations annually and as medically necessary.

All on-site NaphCare employees are required to meet the following criteria:

- ✓ Ability to work within a prison/penitentiary.
- ✓ Ability to communicate clearly in English both orally and in writing.
- ✓ Possesses reliable transportation.
- ✓ Ability to perform duties in job description.
- ✓ Completion of Corrections and Dialysis skills/orientation checklist.

Dialysis Staff RN

- ✓ Graduate from an accredited school of nursing. Bachelors in nursing or health related field preferred.
- ✓ Current appropriate state licensure.
  Successful completion of training courses in theory and practice of hemodialysis.
- ✓ Successful completion of current CPR Healthcare Recognition.

Patient Care Technician

- ✓ High school diploma or equivalent.
- ✓ Education in physical sciences and/or training in laboratory techniques preferred.
- ✓ Minimum of 2 years dialysis experience preferred.
- ✓ National Certification required for all experienced Patient Care Technicians according to CMS regulations.

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- ✓ Equipment repair and maintenance experience desirable.
- ✓ Successful completion of training courses in theory and practice of hemodialysis.
- ✓ Successful completion of CPR healthcare recognition.

Unit Manager

- ✓ Graduate from an accredited school of nursing (Baccalaureate degree in nursing preferred).
- ✓ Current appropriate state licensure.
- ✓ Previous experience in working in the correctional environment preferred.
- ✓ Minimum of 2 years' experience in general nursing care including minimum of 1 year of dialysis experience.
- ✓ Prior supervisory and/or management experience preferred.
- ✓ Excellent knowledge of water systems, bypass, and emergency water system procedures preferred.
- ✓ Excellent interpersonal, leadership, problem solving, and general management skills.
- ✓ Successful completion of training course in theory and practice of hemodialysis.
- ✓ Maintains current CPR Healthcare Recognition.
- ✓ Maintains a telephone and able to be contacted at home outside of normal business operations.

Biomedical Technician

- ✓ Three to five years equipment maintenance and repair experience, including dialysis specific machines, reverse osmosis water treatment systems, and other dialysis related equipment.
- ✓ Maintains a telephone and able to be contacted at home outside of normal business operations.

Dialysis Quality Assurance

NaphCare conducts on-site monthly unit meetings which entail individualized patient care plan reviews, status of transplant candidates, annual History and Physical evaluations to be completed, and any unit operational issues or concerns. NaphCare also holds Continuous Quality Improvement/Governing Body meetings in order to ensure communication and enhance the continuity and quality of the patient care as well as overall operations of the dialysis unit.

Our Continuous Quality Improvement meeting minutes outline includes:

- ✓ Previous minutes reviewed and accepted
- ✓ Risk management Reports: Clinical variances, Fire/Disaster Drills, Review of equipment logs, Equipment Preventative Maintenance and Repairs, and Mortality Review
- ✓ Core Indicator Reports according to KDOQI guidelines: Adequacy of Dialysis, Anemia Management, Bone Management, Nutritional Management
- ✓ Patient Problems/Unit Goal Tracking
- ✓ Access Management according to the fistula first initiative
- ✓ Infection Control: Positive Blood Cultures, Central Catheters, Hospitalizations related to infections, IV Antibiotics, access infections, Peritonitis, Drug resistant infections, Immunizations, chronic infectious diseases, isolation precautions

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- ✓ Hospitalizations
- ✓ Water and Dialysate Cultures and endotoxin Testing: Machines and water system, RO and Tap water analysis, bicarbonate tanks and jugs.
- ✓ Dialysis related inmate grievances – per institutional policy
- ✓ Transplant
- ✓ New Business: including policy and procedure and/or protocol updates.

NaphCare will provide all supplies required to perform dialysis treatments. Material Data Sheets will be maintained in the unit related to dialysis supplies. All Sharps will be counted in, documented, and maintained in the dialysis unit.

NaphCare will provide dialysis treatments for female patients offsite utilizing our national community provider agreement. NaphCare understands if three (3) or more women require hemodialysis, onsite dialysis, NaphCare will be financially responsible for the provision of a full service dialysis unit at the female complex.

1.10.4.5.5 Obstetrics and Gynecology: All confirmed pregnant inmates will be provided with prenatal care under the supervision of a Board Certified Obstetrician, according to the American College of Obstetrics and Gynecology Standards (ACOG). The Contractor shall provide all laboratory testing, medical examinations, and other diagnostic testing, e.g., ultrasounds, sonograms, etc. within the timeframes specified by the obstetrician. When pregnancy complications are identified, including methadone maintenance for addictive pregnant females, the inmate shall be referred to the appropriate obstetrics specialist. Pregnant women with opiate-use disorder shall receive the care and services most likely to assure the safety of the woman and fetus. Inmates will receive the results of their prenatal screening tests and they will be documented in the medical record. Medical Providers will order prenatal vitamins and diets for pregnant inmates at the inmate's initial intake physical examination. The Contractor shall provide women's health education programs and preventative healthcare services including: cervical cancer screening, which may include a Pap smear; mammography; and health education. All female inmates ages 21 to 65 will be offered cervical cancer screening every thirty-six (36) months after initial intake, unless current screening guidelines recommend different timeframes.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. Centered at ASPC-Perryville, NaphCare will provide a robust prenatal care program under the supervision of a Board Certified Obstetrician, according to the American College of Obstetrics and Gynecology Standards (ACOG).

For site-based services at Perryville, NaphCare intends to hire Nurse Practitioners with training in women's health to provide the bulk of patient encounters for gynecological services. We understand that most deliveries will take place at Abrazo West hospital, which is currently under contract with NaphCare.

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We will provide laboratory testing, medical examinations, and other diagnostic testing such as ultrasounds and sonograms within the timeframes specified by the obstetrician. Prenatal vitamins and diets will be ordered by the provider as required during the intake examination. In addition, we will provide preventive health services including screening PAP and will provide LEEP and colposcopy procedures onsite to reduce transportation into the community.

We have arranged to continue using **Mobile Onsite Mammography (MOM)** screening mammography services under the guidelines of ACOG and the **Jensen v. Shinn stipulation agreement**.

MOM
Mobile On-site Mammography

NaphCare will refer pregnant inmates to an obstetrical specialist when opiate use disorder is identified and will continue methadone maintenance during pregnancy and through delivery. Emphasis on the safety of the mother and unborn child will be maintained for inmates with opiate-use disorder.

Women's Health Services

According to The Sentencing Project, the number of women in prison has been increasing at twice the rate of growth for men since 1980. With this population only growing, it is vital that correctional facilities have the resources and programs necessary to meet the unique healthcare needs of these patients. NaphCare has a defined program for meeting the special needs of the female population; e.g., pregnancy. We recognize the unique healthcare needs of female patients and will provide female healthcare in accordance with NCCHC, ACA, and other generally accepted professional standards.

Pregnancy Testing at Intake

All females of childbearing age (15-54) will receive a pregnancy test at the time of booking. Those with a positive pregnancy screening will be referred to the appropriate provider for treatment as soon as possible after their arrival to the facility in order to ensure continuity of care. Referrals will be prioritized based on risk factors.

Health Assessment

During the comprehensive health assessment, we will take note of the following information for female patients:

- ✓ Menstrual cycle
- ✓ Unusual bleeding
- ✓ Current use of a contraceptive medication
- ✓ Presence of an I.U.D.
- ✓ Breast masses
- ✓ Nipple discharge
- ✓ Pregnancy history
- ✓ Gynecological history to include menstrual problems, STDs and risk factors, most recent pap smear and any history of irregular pap smear results
- ✓ If deemed medically necessary, we will perform a pelvic and breast examination within a reasonable amount of time.