




CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32901-31230	Edison ID 57216	Contract # 57216	Amendment # 4		
Contractor Legal Entity Name Centurion of Tennessee, LLC			Edison Vendor ID 0000166648		
Amendment Purpose & Effect(s) The proposed amendment raises the per diem rates and includes a revised staffing pattern.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2023			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	\$96,465,562.43				\$96,465,562.43
2020	\$104,288,464.60				\$104,288,464.60
2021	\$109,143,150.71				\$109,143,150.71
2022	\$112,311,750.00				\$112,311,750.00
2023	\$124,836,700.00				\$124,836,700.00
TOTAL:	\$547,045,627.74				\$547,045,627.74
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  <u>Lisa Parks (Feb 28, 2023 09:22 CST)</u>					CPO USE
Speed Chart (optional)		Account Code (optional)			

AMENDMENT FOUR OF CONTRACT 57216

This Amendment is made and entered by and between the State of Tennessee, Department of Correction, hereinafter referred to as the "State" and Centurion of Tennessee, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. PAYMENT METHODOLOGY. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the average daily population (inmates located at State facilities and those undergoing medical treatment at other locations) at the time specified by the Deputy Commissioner of Operations or designee times the number of days in the month times the blended per diem rate. The blended per diem rate below does not include the Lois M. DeBerry Special Needs Facility (DSNF). At the time DSNF is added as a comprehensive site, the State will amend the blended per diem rates through a formal amendment process (See A.13.b. of this Contract). Cost Items below shall be used for adjustments in total population for increases and decreases. Adjustments of either an increase or decrease in population, as verified by the State, of less than five (5) percent will not result in a per diem adjustment, per the table below column labeled "Inmate Population".
- c. The Contractor shall reimburse the State fifty percent (50%) of the cost of all antiretroviral medications prescribed by Physician or Mid-Level providers for the treatment of Hepatitis-C (HCV) and HIV/AIDS (see Section A.9.c.). The Contractor's responsibility shall be capped at \$2,000,000 per year for HCV.
- d. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds fifty thousand (\$50,000), the State shall reimburse the Contractor for 75% of the cost of the hospitalization in excess of fifty thousand dollars (\$50,000). These costs do not include the four thousand dollars (\$4,000) amount described in Section A.8.e. of this Contract paid by the privately managed facilities. Cost sharing shall be based on actual costs paid by the Contractor – not "billed charges". The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State. The Contractor shall supply a copy of the invoice submitted from the hospital, as well as, all supporting documentation.
- e. Should employees decline the Contractor's job offer and remain state employees, the amount billed to STATE per month shall be reduced by 140% of those employee's salaries as listed in ATTACHMENT FIVE. This reflects employee's base salary plus estimated benefits.

STATE RUN FACILITIES

Cost Item Service Description	Amount (per compensable increment)					
Inmate Population	Year 1	Year 2	Year 3	Year 4	Year 5 7-1-22 to 2-28-23	Year 5 3-1-23 to 6-30-23
9,500 – 10,499						\$28.48
10,500 - 11,531						\$28.03
11,532 - 12,252	\$20.63	\$21.33	\$22.04	\$22.78	\$23.55	\$27.70
12,253 - 12,973	\$19.41	\$20.07	\$20.73	\$21.42	\$22.16	\$26.07
12,974 - 13,693	\$18.32	\$18.94	\$19.57	\$20.22	\$20.91	\$24.61
13,694 - 15,136	\$16.89	\$17.47	\$18.05	\$18.65	\$19.28	\$22.70
15,137 - 15,857	\$16.81	\$17.39	\$17.95	\$18.55	\$19.18	\$22.36
15,858 - 16,577	\$16.03	\$16.57	\$17.12	\$17.69	\$18.29	\$21.33
16,578 - 17,298	\$15.31	\$15.83	\$16.36	\$16.91	\$17.48	\$20.39

PRIVATELY MANAGED FACILITIES

Cost Item Service Description	Amount (per compensable increment)					
Inmate Population	Year 1	Year 2	Year 3	Year 4	Year 5 7-1-22 to 2-28-23	Year 5 3-1-23 to 6-30-23
7,059 - 7,802	\$2.82	\$2.88	\$2.94	\$3.00	\$3.05	\$3.10
6,687 - 7,058	\$2.90	\$2.95	\$3.02	\$3.07	\$3.13	\$3.13
6,316 - 6,686	\$3.05	\$3.11	\$3.18	\$3.24	\$3.30	\$3.30
5,945 - 6,315	\$3.22	\$3.29	\$3.36	\$3.43	\$3.49	NA
7,803 - 8,173	\$2.75	\$2.81	\$2.86	\$2.93	\$2.98	\$3.05
8,174 - 8,545	\$2.62	\$2.68	\$2.73	\$2.78	\$2.84	\$3.02
8,546 - 8,916	\$2.51	\$2.56	\$2.61	\$2.67	\$2.71	\$2.96

3. Contract Attachment 4 Staffing Pattern is deleted in its entirety and replaced with the revised Attachment 4 Staffing Pattern attached hereto, effective March 1, 2023.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective March 1, 2023. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CENTURION OF TENNESSEE, LLC:



2/16/2023

SIGNATURE

DATE

Keith Lueking / Chief Executive Officer

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF CORRECTION:



Feb 28, 2023

FRANK STRADA, COMMISSIONER

DATE

32901-31230 Centurion of Tennessee, LLC – amendment 4

TN FTE Reduction Proposal (12.27.2022)

Facility	Position	Current FTE	Proposed FTE	FTE Reduction	Comments
BCCX	Med Director	1	1	0	
	Physician	2	2	0	
	APN	5	5	0	
	CQI/ID Nurse	3	0	-3	
	RN	21	22.6	1.6	increase proposed from original 26.70 FTE
	LPN	39.6	37.1	-2.5	reduction proposed from original 26.70 FTE
	Total			-3.9	
DSNF	Med Director	1	1	0	
	Physician	4	2	-2	
	APN	4	4	0	1.0 centurion/ 3.0 state
	CQI/ID Nurse	0	0	0	assigned to state
	OCHIP RN	1	0	-1	reduction proposed from 12.15.2022 TDOC/Centurion discussion
	Total			-3	
MCCX	Med Director	1	1	0	
	Physician	1	1	-1	
	APN	3	3	0	
	CQI/ID Nurse	2	0	-2	
	RN	22.2	22.4	0.2	increase proposed from original 26.70 FTE
	LPN	29.4	25	-4.4	reduction proposed from original 26.70 FTE
	Total			-7.2	
MLTC	Med Director	0.6	0	-0.6	
	Physician	0	0	0	
	APN	0	0.6	0.6	
	CQI/ID Nurse	1	0	-1	
	LPN	3.8	5.4	1.6	increase proposed from original 26.70 FTE
	Total			0.6	
NECX	Med Director	1	1	0	
	Physician	0	0	0	
	APN	2	2	0	
	CQI/ID Nurse	2	0	-2	
	RN	12.6	11.5	-1.1	reduction proposed from original 26.70 FTE
	LPN	21.6	18.8	-2.8	reduction proposed from original 26.70 FTE
	CNT	2	1	-1	reduction proposed from original 26.70 FTE
Total				-6.9	
NWCX	Med Director	1	1	0	
	Physician	1	0	-1	
	APN	2	2	0	current SCD is 1.0 Centurion/ 1.0 State
	CQI/ID Nurse	2	0	-2	
	RN	15.4	12.2	-3.2	reduction proposed from original 26.70 FTE
	LPN	26	23.6	-2.4	reduction proposed from original 26.70 FTE
	Total			-8.6	
RMSI	Med Director	1	1	0	
	Physician	0	0	0	
	APN	1.5	1.5	0	
	CQI/ID Nurse	2	0	-2	
	RN	11.2	10.1	-1.1	reduction proposed from original 26.70 FTE
	LPN	16	18	2	increase proposed from original 26.70 FTE
	Total			-1.1	
TCIX-M	Med Director	1	1	0	
	Physician	0	0	0	
	APN	1	1	0	
	CQI/ID Nurse	2	0	-2	
	Total			-2	
TCIX-A	CQI/ID Nurse	1	0	-1	
	RN	5.2	5.2	0	
	LPN	5.6	4.2	-1.4	reduction proposed from original 26.70 FTE
	Total			-2.4	
DJRC	Med Director	1	1	0	
	Physician	0.5	0.5	-0.5	
	APN	3.1	3.1	0	0.1 DNP (Chattanooga)
	CQI/ID Nurse	2	0	-2	
	RN	15.6	14.3	-1.3	reduction proposed from original 26.70 FTE
	LPN	24	19.2	-4.8	reduction proposed from original 26.70 FTE
	Total			-8.6	
WTRC	Med Director	0.8	0.8	0	
	Physician	0.2	0.2	0	
	APN	3	3	0	
	CQI/ID Nurse	2	0	-2	
	RN	10.4	8.4	-2	reduction proposed from original 26.70 FTE
	LPN	20.4	17	-3.4	reduction proposed from original 26.70 FTE
	Total			-7.4	
WTSP	Med Director	0.2	0.2	0	
	Physician	0.8	0.8	0	
	APN	2	2.5	0.5	(WMU/MAT)
	CQI/ID Nurse	2	0	-2	
	RN	9.8	9.4	-0.4	reduction proposed from original 26.70 FTE
	LPN	17.4	15.1	-2.3	1.3 FTE reduction proposed from original 26.70 FTE/ 1.0 FTE reduction proposed from 12.15.2022 TDOC/Centurion discussion
	Phlebotomist	0	1	1	increase proposed from original 26.70 FTE
Total				-3.2	
RO/CO	Administrative Assistant	2	0	-2	reduction proposed from 12.15.2022 TDOC/Centurion discussion- 1.0 FTE CO/ 1.0 FTE RO
	Total	2	0	-2	
Overall Total TN FTE Reduction				-55.7	

Key
proposal from original 26.70 FTE
proposal from 12.15.2022 TDOC/Centurion discussion
proposal from original 26.70 FTE and 12.15.2022 discussion
proposal pending review