

**SECOND MODIFICATION TO THE  
INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES  
CONTRACT  
BETWEEN THE STATE OF MARYLAND  
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES  
AND  
WEXFORD HEALTH SOURCES, INC.  
Modification # DPSCS Q0012013-2**

**THIS SECOND MODIFICATION AGREEMENT** (the "Modification") is made this 23<sup>rd</sup> day of April, 2013, by and between the State of Maryland, acting through the Department of Public Safety and Correctional Services (the "Department or DPSCS"), and Wexford Health Sources, Inc. ("the Contractor").

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree to modify the Contract for Inmate Medical Health Care and Utilization Services [DPSCS Q0012013] dated May 16, 2012, which was amended by a First Modification, dated August 30, 2012 ("Contract"), by and between the State and Wexford Health Sources, Inc.

**WHEREAS**, the parties desire to proceed with implementing the Optional Enhanced Telemedicine Program (ETM) to include six (6) complete Telemedicine Units, peripherals, maintenance/licenses and technical support as described in Attachment L of the Contractor's Technical Proposal, Tab F-5 (Amendment #12) of the Contractors' Financial Proposal and modified by this modification;

**WHEREAS**, as authorized in RFP § 3.34.9, the parties desire to modify the contract to expand the Enhanced Telemedicine Program to include an additional twelve (12) complete Telemedicine Units, peripherals, maintenance/licenses, and technical support as designated in Exhibit D;

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:** That for and in consideration of and subject to the mutual covenants and conditions hereinafter set forth, the Department and the Contractor hereby agree as follows:

- I. Effective as of April 22, 2013, the following provision is amended:  
Attachment L of Contractor's Technical Proposal:

"In addition, we will add an additional six (6) telemedicine suites, including any necessary peripherals, throughout the SDAs (Service Delivery Area), to ensure maximum availability for services. The locations of these sites will be based on our thorough assessment of the current telemedicine program, and we agree to install these telemedicine suites in mutually agreed upon locations. Wexford Health agrees to implement these six (6) additional telemedicine suites in a timeframe consistent with startup (approximately 120 days). Wexford

Health will ensure that all employees will that will be utilizing these suites are properly trained in a mutually agreed upon timeframe.”

II. Effective as of April 22, 2013, the following provisions for an Enhanced Telemedicine system are added to the contract as section 33:

33.1: The Contractor shall work with the Department to expand the Telemedicine program to include up to an additional twelve (12) complete Telemedicine Units plus peripherals. Telemedicine equipment shall be identical to the equipment installed under the agreed upon Enhanced Telemedicine program. The equipment shall include the INTOUCH HEALTH RP-Lite System with the following peripherals as designated in Exhibit D:

- RP-Lite Robotic System (including Stethoscope)
- Global Med Total Exam HD Camera
- AMD Camera & Illumination System - Standard Definition 720p
- AMD ENT-Scope
- AMD Ophthalmoscope and /or AMD-950 Retinal Camera
- AMD ECG

In addition to the equipment the Contractor shall provide

- Service, Installation, and Training - Endpoint
- Service, Installation, and Training – Sureview
- Shipping and Handling
- Licensing, maintenance, and support
  - SureConnect
  - SureSupport RP-Lite
  - MultiPresence Software License
  - Global Med Total Exam HD Camera Support
  - AMD Camera & Illumination System - Standard Definition 720p Support
  - AMD ENT-Scope Support
  - AMD Ophthalmoscope/AMD – 950 Retinal Camera Support
  - AMD ECG Support

The INTOUCH HEALTH RP-Lite System shall operate through its own independent network via the internet over a secure Broad Band connection. INTOUCH HEALTH shall provide a 24/7 support system to ensure maximum connectivity. The Specifications for the INTOUCH HEALTH RP-Lite System and peripherals are included in Exhibit B. Ophthalmoscopes may be replaced by an AMD-950 Retinal Camera based on comparable value. Final selection of

equipment, peripherals, and software shall be subject to approval of the DPSCS.

33.2: The Contractor shall provide all detailed telemedicine equipment, peripherals, software, installation, testing, and first year technical support and license fees at a price not to exceed \$1,018,757.28.

The annual license fees and maintenance support shall not exceed \$81,057.92 commencing with the second year of the anniversary date of the initial purchase of the telemedicine equipment (Contract Period 3). Annual rate shall be adjusted for the annual increase in the current contract.

Summary of the unit cost and extended cost for 12 complete telemedicine units including peripherals, software, licensing, installation, testing, support and maintenance is provided in Exhibit C.

33.3: The Contractor shall provide thirty-two (32) laptop computers for use with the telemedicine program. Laptop units shall be compatible with the INTOUCH HEALTH RP-Lite System. Laptop computer model and configuration shall be subject to approval of the DPSCS and shall not exceed \$96,000.

33.4: The Contractor shall hire two (2) technical support personnel to manage and support the telemedicine program at a cost not to exceed \$200,000 annually. Rate shall be adjusted annually at 3% according to the annual increase in the current contract.

- III. The eighteen (18) telemedicine units will be installed at the locations listed in Exhibit A of this modification.
- IV. This modification shall be effective as of the dates set out herein.
- V. All terms and conditions of the Contract shall remain in full force and effect except as modified by this Modification No. DPSCS Q0012013-2.

In WITNESS THEREOF, the parties have executed this Modification No. DPSCS Q0012013-2.

**CONTRACTOR:**  
**WEXFORD HEALTH SOURCES, INC.**

**STATE OF MARYLAND:**  
**DEPARTMENT OF PUBLIC SAFETY**  
**AND CORRECTIONAL SERVICES**

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By: \_\_\_\_\_

\_\_\_\_\_  
By: Gary D. May *GM*, Secretary

*3/27/2013*  
\_\_\_\_\_  
Date

*4/23/13*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Attest

\_\_\_\_\_  
Witness

APPROVED FOR FORM AND LEGAL SUFFICIENCY THIS *1st* DAY OF *April* 2013.

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STUART M. NATHAN, ASSISTANT ATTORNEY GENERAL

APPROVED BY BPW: *17 April 2013*  
(Date)

*4-5-1101*  
(BPW Item #)

**CONTRACT MODIFICATION NUMBER: DPSCS Q0012013-2**