Amendment No. 1

To

AGREEMENT BETWEEN KANSAS DEPARTMENT OF CORRECTIONS AND CORRECT CARE SOLUTIONS, INC. FOR COMPREHENSIVE HEALTH CARE SERVICES

This Amendment is made this 28th day of October, 2005 by and between the Kansas Department of Corrections (KDOC) and Correct Care Solutions, Inc. (CCS).

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Comprehensive Health Care Services ("Agreement") dated December 23, 2004; and,

WHEREAS, KDOC intends to cooperate with CCS in achieving compliance with the requirements of said Agreement; and,

WHEREAS, KDOC expects that temporarily waiving certain accrued liquidated damages will result in full compliance with the Agreement by the conclusion of the waiver periods indicated herein; and,

WHEREAS, the parties have determined that the Agreement requires amendment;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. All terms and conditions of the Agreement shall remain in full force and effect except as specifically amended herein;

2. The Letter of Agreement between CCS and Diamond Pharmacy Services, executed April 8, 2005, is attached hereto and incorporated herein by reference and made a part of the Agreement.

3. KDOC shall waive accrued liquidated damages per contract section 5.3.7, Receiving Screening, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only.

4. KDOC shall waive accrued liquidated damages per contract section 5.3.8, Health Assessment, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only. In addition, such liquidated damages shall be waived for El Dorado Correctional Facility and Topeka Correctional Facility RDU sites only for the accrual period of November 1, 2005 to December 31, 2005.

5. KDOC shall waive accrued liquidated damages per contract section 5.3.9, Periodic Health Assessment, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only.

6. KDOC shall waive accrued liquidated damages per contract section 5.3.12, Sick Call, for Lansing Correctional Facility and El Dorado Correctional Facility for the accrual period of July 1, 2005 to October 31, 2005 only. Such liquidated damages shall be waived for all other sites for the accrual period of July 1, 2005 to November 30, 2005 only.

7. KDOC shall waive accrued liquidated damages per contract section 5.3.13, Segregated Inmate Medical Services, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only.

8. KDOC shall waive accrued liquidated damages per contract section 5.3.14, Special Needs Clinics/Chronic Care/Special Needs Treatment Planning, for all sites for the accrual period of July 1, 2005 to November 30, 2005 only.

9. With respect to contract section 5.5.1, Offsite Transportation, KDOC shall increase the threshold for damages from 30 miles to 35 miles on the officer's mileage log. In return, CCS shall provide appropriate professional staff to supervise the administration of medications at Mirror, Inc.'s two Community Resource Bed (CRB) facilities. CCS shall provide such staff for eight (8) hours per week at the Wichita CRB site, and for four (4) hours per week at the Topeka CRB site.

10. KDOC shall waive accrued liquidated damages related to timely completion of RDU reports per contract section 5.9.5, Minimum Staffing Requirements for the RDU Process, for both RDU sites for the accrual period of July 1, 2005 to October 31, 2005 only.

11. KDOC shall waive accrued liquidated damages per contract section 5.10.2, Mental Health Receiving and Transfer Screening, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only.

12. KDOC shall waive accrued liquidated damages per contract section 5.10.6, Segregation Services, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only.

13. KDOC shall waive accrued liquidated damages per contract section 5.10.7, Group Therapy, for all sites for the accrual period of July 1, 2005 to October 31, 2005 only. CCS shall ensure that a minimum of ten (10)

group sessions are conducted by Master's-level professionals at Larned Mental Health Correctional Facility per week.

14. For the period of July 1, 2005 to October 31, 2005 only, KDOC shall deduct accrued liquidated damages per contract section 5.16.3, Staffing Penalties, based upon the minimum staffing plan requirements in effect during the contract period ending June 30, 2005. Beginning November 1, 2005, KDOC shall deduct accrued liquidated damages per contract section 5.16.3 based upon the staffing plan entitled "KDOC Staffing Summary Amended 10-28-05". This staffing plan is attached hereto and incorporated herein by reference and made a part of the Agreement.

15. The second paragraph of contract section 5.17.4, Inoculations/Vaccinations shall be amended to read as follows:

> The contractor shall be responsible to provide staff, needles, syringes, alcohol wipes, educational pamphlets, inoculations and Hepatitis B vaccines at no additional cost to KDOC. KDOC shall reimburse CCS for the actual cost of providing Flu Vaccinations to KDOC and contract employees only. KDOC shall assist the contractor in establishing agreements for ordering supplies of inoculations and vaccines through interagency agreement with KDHE. The contractor shall act as a back up in cases of shortage from KDHE. The contractor's H.S.A.'s shall be responsible for coordination of delivery of inoculations and vaccines through KDHE.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

KANSAS DEPARTMENT OF CORRECTIONS

By: _____
Roger Werholtz
Secretary of Corrections
Date: 11/22/05

CORRECT CARE SOLUTIONS, INC.

By: _____
Jerry Boyle
President and CEO
Date: 12/14/05

DIVISION OF PURCHASES

By: _____
Chris Howe
Director of Purchases
Date: 12/27/05

KDOC Staffing Final Summary - Effective 10/28/05

CORRECT CARE SOLUTIONS

	Lansing	Hutchinson	El Dorado	Winfield	Ellsworth	Norton	Topeka	Larned	Regional	
Population:	2,465	1,813	1,424	805	798	788	637	332		
HSA	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	8.00
DON	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	8.00
MD	2.00	1.50	1.50	0.50	0.50	1.00	0.80	0.25	0.00	8.05
PA/NP/ARNP	1.60	1.50	2.00	0.60	0.25	0.00	1.00	0.25	0.00	7.20
DDS	2.50	2.00	2.00	0.50	0.50	1.00	0.70	0.25	0.00	9.45
Dental Assistant	2.50	2.00	2.00	0.50	0.50	1.00	0.70	0.25	0.00	9.45
RN	15.00	14.50	17.00	5.50	6.00	7.20	9.20	7.00	0.00	81.40
LPN	17.00	12.00	11.00	5.00	4.00	2.00	8.80	1.00	0.00	60.80
CMA	6.00	5.40	10.00	0.00	2.00	1.00	2.00	3.00	0.00	29.40
Admin Assist	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.75	0.00	7.25
Med Records	3.80	2.50	2.00	1.00	1.00	1.00	2.00	0.50	0.00	13.80
Ward Clerk	1.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00
Lab Tech	1.00	0.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50
X-Ray Tech	0.50	0.50	1.00	0.10	0.10	0.10	0.25	0.00	0.00	2.55
ART	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
ART Clerk	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50
MENTAL HEALTH										
Clinical Director (Psych NP: TCF)	0.00	0.00	0.00	0.00	0.00	0.00	0.50	1.00	0.00	1.50
Assist Cl. Director	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Psychiatrist	1.00	1.00	0.75	0.00	0.00	0.00	0.75	1.00	0.00	4.50
Ph.D.	1.00	0.80	0.00	0.00	0.00	0.00	1.00	0.00	0.00	2.80
Forensic Psychologist	2.50	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	3.00
MA/MSW	10.00	6.00	7.00	2.00	3.00	2.50	6.00	4.50	0.00	41.00
Release PL (BSW at Larned)	2.00	1.00	1.00	0.00	1.00	0.00	0.50	1.00	0.00	6.50
MH Secretary	1.00	1.00	1.00	1.00	1.00	0.90	1.00	1.00	0.00	7.90
OA	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50	0.00	1.00
AT DIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00
AT	3.00	1.00	3.00	0.00	0.00	0.00	1.00	5.00	0.00	13.00
PSY RN	1.00	1.00	0.50	0.00	0.00	0.00	0.60	2.00	0.00	5.10
RDU										
Ph.D. RDU			0.80				0.00			0.80
Psychom (RDU)			1.00				0.00			1.00
MA RDU			9.00				2.00			11.00
ARNP			1.00				0.00			1.00
MD			0.30				0.00			0.30
PSyCHIATRIST			0.25				0.00			0.25
SUB TOTAL	77.40	58.20	80.60	19.70	23.35	20.70	43.80	33.25	0.00	
REGIONAL STAFF										
Regional Mgr (EVP)									1.00	1.00
Medical Dir									1.00	1.00
Dental Dir									0.50	0.50
Dir MH Programs									1.00	1.00
Dir of Nursing									1.00	1.00
Office Manager				Not Applicable					1.00	1.00
Clerical Support (Human Resources)									1.00	1.00
UM Coordinator									1.00	1.00
QI Coordinator									1.00	1.00
Dir Psych. Programs									0.20	0.20
IT / EMR Support									3.00	3.00
RFP TOTAL	77.40	58.20	80.60	19.70	23.35	20.70	43.80	33.25	11.70	368.70

LETTER OF AGREEMENT

Diamond Pharmacy Services (hereinafter "**Provider**") shall agree to provide pharmacy services to inmates under the responsibility of Correct Care Solutions (CCS) effective October 1, 2003. This agreement is further defined in the Pharmaceutical Services Proposal dated August 25, 2003 which details the procedures and reimbursement terms to which both parties have agreed.

Correct Care Solutions, (hereinafter "**CCS**") shall reimburse **Provider** for services, net thirty (30) days

Provider agrees and shall provide proof of license, certification and insurance in accordance to community standards. **Provider** shall be insured under a general and professional liability insurance policy covering services to be performed under this Agreement which provides a minimum coverage of $1,000,000.00 per occurrence and $3,000,000.00 in the annual aggregate, or a higher amount if such is required by State or local law, regulation or medical society practice In addition, both **CCS** and **Provider** agree that they are each responsible for liability arising from their own (including agents, subcontractors and employees) acts or omissions in the course of delivering services under this agreement.

All notices or other writings required under this agreement shall be considered as having been provided when sent by U.S. mail, first class, postage-prepaid or by certified mail to the parties at the following address:

To Provider	Diamond Pharmacy Services 645 Kolter Drive Commerce Park Indiana, PA 15701 Attn: Mark Zilner, Director of Operations
To CCS	Correct Care Solutions 3343 Perimeter Hill Drive, Ste. 200 Nashville, TN 37211 Attn: Kathy Kolwyck, V.P Network Development

This letter of agreement shall be in effect for a period of one year and shall be renewed automatically for an additional one-year period annually unless otherwise terminated as described below. Either party may terminate this Agreement without cause at any time upon no less than sixty (60) days' written notice. Termination will be effective upon the date stated in the notice **CCS** may terminate with cause and such termination shall be effective immediately Upon termination date, **CCS** shall no longer be responsible for reimbursement.

Kansas Outreach Program: Provider further agrees to allow other governmental entities in Kansas to purchase medications from Provider at the same Actual Acquisition Cost rates that CCS is reimbursing Provider under this Letter of Agreement. Any prescription-dispensing fee Provider charges to other governmental entities in Kansas may differ from dispensing fees charged CCS, but in any event, any dispensing fee charged to other governmental entities in Kansas shall be reasonable. In the event Provider sells medications to other governmental entities in Kansas, Provider shall do so pursuant to contract(s) or agreement(s) with those other governmental entities, separate and apart from this Letter of Agreement For these purposes, "governmental entities" means as defined at K S A. 75-6102(c).

Correct Care Solutions

V.P. Network Development & Provider Relations

Kathy Kolwyck
Print Name

4/8/05
Date

NOT VALID WITHOUT CORPORATE SIGNATURE

Diamond Pharmacy Services

Signature

MARK J. ZILNER
Print Name

25-1378278
Tax I.D. #

800-882-6537 x1003
Telephone Number

4/8/05
Date