

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Tehum>.

ID: 25840095

PIN: xHj6d7q9

Fill in this information to identify the case:

Debtor Tehum Care Services, Inc.
United States Bankruptcy Court for the Southern District of Texas
Case number 23-90086

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

NameID: 15193298

1. Who is the current creditor?	<u>Bruman Alvarez</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Bruman Alvarez</u> <u>Bruman Alvarez #257455</u> <u>WCI</u> <u>13800 McMullen Hwy SW</u> <u>Cumberland, MD 21502</u> Address _____ Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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JUN 05 2023

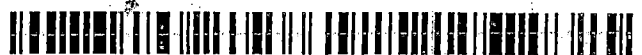
KURTZMAN CARSON CONSULTANTS

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

Date Stamped Copy Returned

No self addressed stamped envelope

No copy to return



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$250,000. Punitive damages
\$7,000,000. Compensatory damages Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
See ATTACHED Documents for more details.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection:
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
 Amount of the claim that is secured: \$ _____
 Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____
 Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?



No



Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:



I am the creditor.



I am the creditor's attorney or authorized agent.



I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.



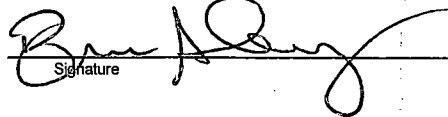
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 5 29 2023
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Bruman Stalin Alvarez
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address WCI No. 257455-165300, 13800 McMillan Hwy S of
Number Street

Cumberland, Maryland 21502
City State ZIP Code

Contact phone _____ Email _____

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JUN 05 2023

KURTZMAN CARSON CONSULTANTS



Bruman Alvarez
WCI No. 257455-1651300
13800 McMullen Hwy SW
Cumberland, MD 21502

May 29, 2023

Tehum Care Services, Inc.,
Claims Processing Center
c/o KCC
222 N. Pacific Coast Hwy, Ste 300
El Segundo, CA 90245

RE: Filing Proof of Claims

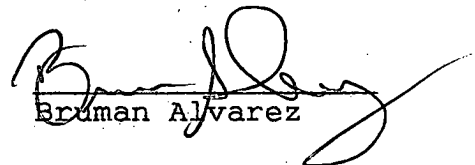
To whom it may concern:

Enclosed, please find a copy for filing my Proof of Claim and be accordingly processed. Attached is a copy of all Documents in Support of Proof of Claim too.

I have enclosed a self-addressed envelope and a copy of proof of claim form for you to confirm that my claim has been filed.

In advance, thank you for your assistance.

Sincerely yours,


Bruman Alvarez

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

_____))
In Re:))
) Chapter 11
))
TEHUM CARE SERVICES, INC.))
) Case No.: 23-90086 (CML)
Debtor.))
))
_____)

BRUMAN ALVAREZ'S ("Creditor") FILING OF PROOF OF CLAIM

The basis of Creditor's Complaint stemmed from Corizon Health, Inc. ("Corizon") unjustifiable widespread operational failures to provide health care goods and services for serious chronic medical needs in deliberate indifference to Creditor's clearly established statutory and constitutional rights within which the widespread operational failures caused, and continue to cause, Creditor wanton infliction of pain and mental anguish by Corizon.

On December 20, 2018, under the terms of the Contract, Corizon and the State of Maryland stated that they agreed to provide medical services by, but not limited to, qualified medical staff, equipment and supplies, on-site and off-site specialist, specialty clinics, off-site hospitalization and other secondary care, transportation services for off-site care for all inmates for the next six years. (See Attached Documents, Contract No. DPSCS Q0017058). Corizon also agreed to provide utilization review and management of all medical rendered on and off-site. For these services they will receive \$ 6800,000,000. in compensation. *Id.* On January 22, 2021, the Contract was modified and compensation increased to \$ 715,285,742.30 for all medical services stated in the Request for Proposals 9RFP) Solicitation No. Q0017058, (Copy included). Thus, as an inmate in Maryland, Creditor is a primary beneficiary of the Contract and health care goods.

Corizon failed to comply with the terms of the Contract by not hiring qualified medical personnel, doctors, and providing health care services and evaluations for which Creditor's was legally entitled to.

Records show that since 2009 Creditor has been suffering chronic back pain and on-going requesting medical treatment while incarcerated. A neurologist recommended if

pain, numbness and tingling symptoms worsen to other part of the body, then MRI or EMG nerve conducting studies is needed. Back pain was treated with Tylenol, Motrin, Mobic and Naprozen until November 2014, when Creditor developed Gastric Intestinal (GI) complications as a result, and a WCI on-site medical provider diagnosed back pain as sciatica and prescribed a non-formulated drug, Neurontin. Upon information and belief, it was the policy of Corizon to treat chronic sciatica pain with Neurontin. Creditor was never informed of the side-effects addictiveness of Neurontin prior or after prescribing it. Despite on-going request for MRI evaluation, Corizon denied Creditor the MRI.

Further, in June 2015, records evidenced Creditor was diagnosed with herniated disk L5-S1 and on July 9, 2015, an orthopedic specialist recommended MRI to evaluate the source of spinal pain and further treatment options for this include physical therapy, chiropractic care and if it continues of course a spinal surgeon referral would be considered, after Creditor's symptoms worsened.

In 2018, Corizon claimed its Neurontin policy was illegal and canceled Creditor's Neurontin prescription due to the high propensity of addiction.

In December 2018, Corizon's new policy within its pain management clinic was the prescription of antidepressant and psychotropic drugs for herniated disk pain treatment or chronic pains likes Creditor's and was rigorously enforced by Corizon's highest medical representatives despite having actual knowledge of causing anxiety, depressive moods, and mental anguish after taken the antidepressant drugs. See Attached Documents ECF 1, at pg. 33-35.

Because WCI medical center was operating with nurses only, any specialize health care services and evaluation was denied to inmates. In October 2019, Creditor found a lump on his right testis and requested medical evaluation and care. Records shows that Creditor was denied ongoing medical care and evaluation of his testicular lump because there was no doctor, or qualified medical staff, working at WCI medical center during the relevant time. The absence of qualified medical staff, doctor, beside causing severe pain, it caused Creditor mental anguish, emotional distress due to Corizon's failure to provide necessary care and evaluation by a doctor. Id. After numerous complaints, on January 27, 2020, a part-time on-site provider, found a 0.05 mm lump on Creditor's right testis and ordered an ultrasound. The ultrasound was denied by Corizon. ECF 1, at pg. 25.

After ongoing request for evaluation and care, on May 15, 2020, two-part-time providers found a lump on Creditor's right testis and ordered an ultrasound. Id. On May 29, 2020, the providers informed Creditor that approval was denied by

Corizon. Providers performed a third physical examination and again found the lump. Again, an Ultrasound was recommended. The unnecessary third physical exam on Creditor caused him to suffer a reoccurrence of a trauma he suffered as a kid, a sexual abuse. Creditor felt ashamed and suffered anxiety attack, embarrassment, panic attacks. ECF 1, at pg. 26-27.

On June 11, 2020, the ultrasound was done at Western Maryland Medical Center. Upon information and belief, the ultrasound report was mailed to WCI medical center. Business records will prove, that because there was no doctor at WCI medical center, nurse informed Creditor that the ultrasound shows he had a cyst on his testicles and the cyst was the result for masturbating to much. When requested a blood test to eliminate the possibility of testicular cancer, Corizon's agent denied it. ECF 1, at pg. 27. To today, Creditor experience ongoing testicular pain and mental anguish because there is no real health care evaluation of the lump and still experiencing testicular pain.

Corizon continuing failing to provide necessary health care and needed evaluation for chronic herniated disk despite showing worsening and expanding symptoms as earlier 2020 to present is predicated by the lack of doctors.

On October 21, 2021, Creditor sustained a knee injury after a physical altercation. Because Creditor's injury is of not a life or death, Corizon denied treatment by a doctor. A month after the incident, a nurse noticed Creditor's knee swollen, bruised and with fluids around the kneecap. Ace-Bandage and x-ray recommended was denied by Corizon. ECF 1 at pg. 27.

Business records will proves from February 9, 2021 to February 12, 2022, Corizon denied Creditor ongoing eye-care and evaluation by an optometrist. Creditor sustain injuries, ECF 1, at pg. 28-29.

Business records will shows also that Corizon denied Creditor ongoing health care and evaluation for his chronic care conditions. From 2018 to present, Corizon denied Creditor medical treatment for his chronic allergies and arthritis and denied allergy medicines refills for which he sustained a serious respiratory condition, Bronquitis, that caused him be 911 medically treated in the emergency room.

Corizon refused to provide necessary health care services to Creditor for his serious chronic medical needs according to the obligations required by the RFP when requested as an inmate caused, and continue to cause, severe pain and mental anguish. At trial, he will rely on the Contract's stipulations and agreement along with Corizon's policies and procedures to prove his case.

DEMAND

First and foremost, Creditor seeks the treatment and evaluation that has been recommended by his providers along with the needed evaluation for his new knees injuries.

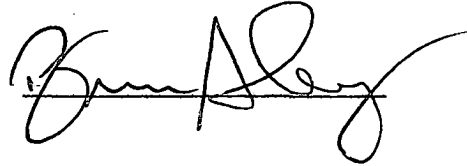
In addition, in order to make him whole, he should be financially compensated in the amount of seven million dollars (\$7,000,000.).

Sincerely yours,


Bruman Alvarez

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on May 29, 2023, a copy of the foregoing Proof of Claim was mailed, via Certified Mail Receipt, to: Tehum Care Services, Inc. Claims Processing Center c/o KCC, 222 N. Pacific Coast Hwy, Ste 300, El Segundo, CA 90245



CC: Civil Complaint GLR-22-2382 (83 pages)
Supplement Complaint GLR-22-2382 (15 pages)
Contract No. DPSCS Q001758 (18 pages)
Modification Contract No. DPSCS Q001758 (3 pages)
DPSCS' Request for Proposals Solicitation Q001758 (20 page)

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
OFFICE OF THE CLERK

<https://www.mdd.uscourts.gov/filing-without-attorney>

Catherine M. Stavlas, Clerk
David E. Ciambuschini, Chief Deputy
Elizabeth B. Snowden, Chief Deputy

September 19, 2022

Sincerely,

/s/

Catherine M. Stavlas, Clerk

By: K. Owens, Deputy Clerk

Bruman Alvarez #257455
WCI
13800 McMullen Hwy, SW
Cumberland, MD 21502

Dear Bruman Alvarez:

The Clerk's Office has received your papers for filing. The assigned Case Number is: 1:22-cv-02382-GLR. The Judge assigned to the case is: Judge George Levi Russell, III. Documents that you would like the Judge to consider must be sent to the Clerk's Office to be entered on the court docket at this address:

United States District Court
District of Maryland
Northern Division
Clerk's Office
101 W. Lombard Street
Baltimore, MD 21201

You are required to keep a current mailing address on file with the Clerk's Office. If your address changes, you must provide the new address in writing to the Clerk's Office.

You are required to put the case title (Alvarez v. Corizon Health, Inc. et al) and case number on all documents that you file with the Clerk's Office. This is noted in Local Rule 102.2(a).

You should also be careful to protect your privacy in court filings. You should not include personal identifying information on documents that you file with the Court, unless you request the documents to be filed under seal. Your documents should NOT include any more than the last four digits of your social security, financial or tax identification numbers. Your documents should also not include birth dates other than the year of birth. And you should not include the names of minor children, although you may include their initials. This is noted in Federal Rule of Civil Procedure 5.2.

Documents must be typed if possible. If documents are handwritten, they must be clearly legible. Also, you must sign all documents that you file with the Clerk's Office.

It is important that you follow the Local Rules and Federal Rules of Civil Procedure. Otherwise, your documents may be returned to you or your case may be dismissed. A copy of these rules and other resources for self-represented individuals filing without attorneys are available here:

SEP 19 2022

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

BRUMAN ALVAREZ
Plaintiff

BY *EEPRV*

vs.
CORIZON HEALTH, INC. a for-profit
company for implementation of unconstitutional
policies, customs, practices and constructive
negligence

CIVIL CASE NO.: 1:22-cv-02382-GLR

COMPLAINT FOR DAMAGES FOR:

RESIDENT AGENT:
Corporation Trust, Inc.,
2405 York Rd.
Lutherville Timonium, MD 21093

1. REFUSAL TO PROVIDE NECESSARY MEDICAL CARE
2. FAILURE TO SUPERVISE AND TRAIN
3. FAILURE TO INTERVENE AND PROTECT
4. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
5. DISCRIMINATION AGAINST A PROTECTIVE CLASS
6. NEGLIGENT HIRING
7. ONGOING DENIAL OF NECESSARY MEDICAL CARE AND EVALUATION

And
ASRESAHEGN GETACHEW, M.D.,
SAMUEL RAHMAN, M.D.,
JANETTE CLARK, N.P.,
RYAN BROWNING, LNP,
DOCTOR/NURSE DOE, persons, for actions
under color of law in his/her individual and
official capacities, Western Correctional
Institution, 13800 McMullen HWY SW,
Cumberland, MD 21502

*Honorable George Levi Russell, III
Presiding*

And
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES,
WESTERN CORRECTIONAL
INSTITUTION, entities, for implementation of
unconstitutional policies, practices, customs and
constructive negligence;

And
SHARON BAUCOM, M.D.,
BRADLY O. BUTTLER, A.W., persons, for
actions under color of law in his/her individual
and official capacities

OFFICE OF THE ATTORNEY GENERAL
Stephanie Lane-Weber, Counsel for the State
Defendants, 200 Saint Paul Place, Baltimore, MD
21202
Defendants

Plaintiff, Bruman Alvarez (hereafter "Mr. Alvarez"), sues Defendant Corizon Health, Inc., Asresahegn Getachew, M.D., Samuel Rahman, M.D., Janette Clark, N.P., Ryan Browning, LNP., Doctor/Nurse Doe (collectively "Medical Defendants"); Allegany County, Maryland Department of Public Safety and Correctional Services; Division of Corrections, Sharon Baucum, M.D., and Bradly O. Buttler (collectively "Correctional Defendants"), in their individual and official capacities for violations of Mr. Alvarez's civil rights and human rights that, individually or together, deprived his rights guaranteed under the Constitution of the United States of America. In support thereof says:

PRELIMINARY STATEMENTS

1. Mr. Alvarez, during the relevant time period, was in the custody and control of the Maryland Department of Public Safety and Correctional Services (hereafter "DPSCS"), Division of Corrections (hereafter "DOC"), housed at Western Correctional Institution (hereafter "WCI"), in Allegany County, Cumberland, MD. Defendants are persons whom, for the duration of Mr. Alvarez's incarceration has authority, control and legal responsibilities for the provision of medical care, welfare and safety.
2. On December 20, 2029, Corizon Health, Inc., (hereafter "Corizon"), a for-profit company, entered in a contractual legal obligation (hereafter "Contract") for the next six years with DPSCS to provide medical services and Utilization Services to all inmates confined in the DPSCS for which Corizon was to receive \$ 680,000,000 in payment annually. Under the Contract, Mr. Alvarez is a third party beneficiary.
3. Corizon, with a nationwide history of unfair business and practices, negligence and operational deficiencies with the provision of prison's health care and Utilization services, was negligently hired by DPSCS to provide all incarcerated citizens with medical care.

4. Since 2009, Mr. Alvarez has been suffering low back pain after falling which causes him excruciated pain, tingling and numbness that have extended to other extremities to today.
5. Despite knowing Mr. Alvarez has been suffering ongoing chronic back pain and numbness in his extremities, a serious medical condition, that causes severe physical suffering and could lead to paralysis when not properly and timely treated, Defendants refuses to provide Mr. Alvarez with medically necessary and recommended care while he was within their custody and control.
6. Despite numerous requests to Defendants, low level medical providers refuse to request MRI and EMG nerve test for Mr. Alvarez citing operational deficiencies, or lack of hiring qualified medical personnel, "doctors" at WCI.
7. After multiple knee surgeries since 2008, Mr. Alvarez was diagnosed with *arthritis* in both knees, a severe life-long painful bone disease.
8. Despite knowing Mr. Alvarez's medical history of arthritis pain, Defendants refused to recognize Mr. Alvarez's diagnosis and provide care, citing a policy, practice or custom of treating inmates' pain with psychotropic drugs.
9. After suffering a degenerative eye-vision disease, Mr. Alvarez uses prescription eye glasses for years.
10. Despite knowing Mr. Alvarez's medical history of visions problems, Defendants refuses to provide Mr. Alvarez with medically necessary optometry care while he was under their custody and control (for over a year) due to operational deficiencies.
11. In September 2021, Mr. Alvarez suffered a new physical injury to his left knee.
12. Despite knowing Mr. Alvarez has have sustained a new left knee injury, Defendants

refused to provide Mr. Alvarez with medically necessary care citing a policy of operational deficiencies – refusing to hire doctors to work at WCI and provide care.

13. This type of operational deficiencies made the Contract "*de facto*" and creates a "*freeze-frame*" policy that violates the medically accepted Standard of Care for treating incarcerated citizens and discriminates against incarcerated individuals because Corizon agreed through the Contract with DPSCS that "the Contractor shall provide deliverable, programs, goods and services specific to the Contract for inmates' medical care and utilization management services ..." which Corizon did not.
14. The DPSCS Medical Evaluation Manual provides that "DPSCS will provide medical services and render sick call services to all inmates by and through its physician's, physician's assistant, nurse practitioners, nurses available on a daily basis" and "health care services compatible in quality to those available to the general population of the State." This Directives recognizes the human rights for a convicted citizen in Maryland to receive medical care by qualified medical professionals. Nonetheless, but for DPSCS's unconstitutional "freeze-frame" policy and a Contract *de facto*.
15. In addition to denying Mr. Alvarez medical care on account of the "freeze-frame" policy and a Contract *de facto*, Defendants denied Mr. Alvarez the most basic human right, the right to receive medical care by refusing to hire or retain doctors at WCI. The DPSCS Medical Evaluation manual further provides:

"inmates committed to, and confined, in the Division of Corrections have the right to [...] health care services compatible in quality to those available to the general population of the State ..."

16. Defendants do not deny that Mr. Alvarez has a serious medical preconditions. Rather, they acted wantonly, maliciously and willfully when refused to address Mr. Alvarez's medical needs by deliberately not hiring doctors at WCI which denied him care pursuant to a Contract *de facto* and unconstitutional policy, practices or customs that ignores the recommendations of orthopedic and neurologist specialists and even from a low level medical providers.

17. Through their *ongoing* systematic culture of customary practices, unconstitutional policy, negligence and deliberate indifference, Defendants caused Mr. Alvarez profound pain and suffering, emotional distress, anger, anguish, disappointment, embarrassment, fear, frights, horror, annoyance for which he seeks punitive damages relief.

18. Mr. Alvarez has fully exhausted his administrative remedies to no avail.

19. Mr. Alvarez brings this action pursuant to 42 U.S.C. § 1983 and to the common law to seek redress for Defendants' deliberate indifference, negligence and discrimination which let *certain* Defendants engage in a *continuing* failure to intervene and protect, deliberate indifference with recklessness which violated his civil rights and human rights by failing to supervise and train which let to *certain* Defendants' deliberate indifference, negligence, breach of contract, constructive fraud, discriminated against a protective class and, in violation of the Maryland Consumer Protection Act for which Mr. Alvarez was subjective to cruel and unusual punishment in violation of Article 24 of the Maryland Declaration of Rights and Eighth Amendment applicable to the States through the Fourteenth Amendment of the United States Constitution.

JURISDICTION AND VENUE

20. The jurisdiction of this Court is invoked under 42 U.S.C. § 1231 *et seq.*, and 29 U.S.C. § 791 *et seq.*, and 28 U.S.C. § 1331 (federal question) and § 1343 (federal civil rights) for violations of the Eighth and Fourteenth Amendments to the United States Constitution.

21. This Court has personal jurisdiction over each and every Defendant because, upon information and belief, all Defendants were resident of Maryland, or conducted business in Maryland and were all acting under color of State law during all relevant times.

22. Venue is invoked under 28 U.S.C § 1391.

23. Supplemental jurisdiction over the Plaintiff's state law tort claims is invoked under 28 U.S.C § 1367.

PARTIES

24. Plaintiff, BRUMAN ALVAREZ (hereinafter "Mr. Alvarez"), an incarcerated citizen in the State of Maryland under the custody of the Department of Public Safety and Correctional Services (hereinafter "DPSCS"). As an inmate, Mr. Alvarez was last housed at Western Correctional Institution (hereinafter "WCI") in Cumberland, Maryland.

25. Upon information and belief, Defendant CORIZON HEALTH, INC., (hereinafter "Corizon"), a for-profit company, contracted by the DPSCS to provide Medical Services and Utilization Services to all prisoners in Maryland. By Contract, Corizon is legally obligated to provide Medical care to all inmates incarcerated in Maryland prisons.

26. Upon information and belief, Defendant ASRESAHEGN GETACHEW, M.D., (hereinafter "Dr. Getachew"), was/is at all relevant times Corizon's Medical Director of DPSCS and in that capacity, was acting under color of federal and state law. By Contract, Dr. Getachew is legally responsible for creating policies and procedures and the overall operation and services of DPSCS and promotes, enforced practices and procedures for

each prison or institution under his jurisdiction in Maryland, including WCI.

27. Upon information and belief, Defendant SAMUEL RAHMAN, M.D., (hereafter "Dr.

Rahman"), was at all relevant times the Western Regional Medical Director of DPSCS and was acting under color of state law. By Contract or statute, Dr. Rahman is legally responsible for creating policies and procedures and overall medical operations and services of DPSCS and Corizon whereat he has authority to enforce policies, procedures and practices for each prison or institution under his jurisdiction in Maryland, including WCI.

28. Upon information and belief, Defendant RYAN BROWNING, RN, (hereafter RN

Browning"), is at all times WCI main medical grievance investigator and also is the Administrative Nurse of DPSCS and Corizon and was acting under color of law. By Contract, RN Browning is legally responsible for the overall investigation of grievances filed by inmates against any DPSCS Corizon's medical staff and has the authority to enforce policies and procedures of DPSCS and Corizon.

29. Upon information and belief, Defendant DOCTOR/NURSE DOE (hereafter

"Doctor/Nurse Doe"), was at all relevant time WCI main medical providers and were acting under color of state law. By Contract, Doctor/Nurse Doe were legally responsible for the scheduling and or treatment and clinical services for inmates housed at WCI and enforced the DPSCS and Corizon policies and procedures.

30. Upon information and belief, Defendant Janette Clark (hereafter "Nurse Clark), is/was

at all relevant time WCI main medical sick call provider and was acting under color of state law. By Contract, Nurse Clark is legally responsible for the treatment and clinical services and appointments with doctors or special medical care for all inmates, including

Mr. Alvarez, housed at WCI and enforced the DPSCS and Corizon policies and procedures.

31. Upon information and belief, Defendant DEPARTMENT OF PUBLIC SAFETY AND

CORRECTIONAL SERVICES, WESTERN CORRECTIONAL INSTITUTION, are entities of the State of Maryland, whom Governor Hogan designed to withhold convicted citizens in prisons. By Statute, DPSCS and WCI through its employees, designees, officials, servants, agents in any capacity, has a legal responsibility for ensuring the safety and welfare of inmates during the duration of incarceration.

32. Upon information and belief, Defendant SHARON BAUCOM, M.D., (hereafter "Dr.

Baucom"), was/is at all relevant time the Director of DPSCS Inmate Health Clinic and was acting under color of State law. By Contract or Statute, Dr. Baucum is legally responsible for the overall operations and services of DPSCS Corizon whereat she has authority to promote and enforce policies and procedures for DPSCS prison or institution under her jurisdiction in Maryland, including WCI.

33. Upon information and belief, Defendant BRADLY O. BUTTLER (hereafter "Mr.

Buttler"), is the assistant warden of WCI and was acting under color of state law. By Statute, Mr. Buttler, as assistant warden, is legally responsible for the safety and well-being of inmates under his supervision and control. By prison policy, Mr. Buttler must ensure all inmates shall receive medical care timely and efficiently through qualified medical professionals.

FACTS

34. Bruman Alvarez has a clearly established Constitutional and statutory rights to receive

medical care while incarcerated in Maryland.

35. Each named Defendant owned Mr. Alvarez a legal and Contractual duty to provide him with medical care. And each named defendant also owned Mr. Alvarez a duty to keep him safe and protect his well-being while incarcerated.

Background on Back Pain, Medical Treatment and Standard of Care

36. The lower back spine connects the chest to the pelvis and legs, providing mobility for turning, twisting and bending. It also provides strength for standing, walking and lifting.

Thus, the lower back is involved in almost all activities of daily living.

37. People with low back pain, certain symptoms and characteristics are cause for great concern, such as, but not limited to:

- a. History of cancer.
- b. Pain for more than 6 months.
- c. Numbness, weakness in one or both legs, difficulty emptying the bladder or loss of bladder or bowel control, symptoms that suggest nerve damage.
- d. Fever.
- e. Severe pain at night.
- f. Weight lost.

38. People may experience local pain, radiating pain or referred pain, each of which has its own level of severity:

- i. **Local Pain**: occurs in a specific area of the lower back. The cause is usually a muscle pain spasm, a strain or other injury.
- ii. **Radiating Pain**: is dull, aching pain that travels from the lower back down the leg. It may be accompanied by sharp, intense pain. It typically involves only the side or back of the leg rather than the entire leg. The pain may travel all the way to the foot

or only to the knee. Radiating pain typically indicates compression of a nerve root caused by disorders such as *herniated disk*

iii. **Referred Pain**: is felt in a different location from the actual cause of the pain, for example: some people who have a heart attack feel pain in their left arm.

39. Back pain is a condition recognized by the American Academy of Orthopedic Surgeons (AAOA), American Academy of Neurology Surgeons (AANS), and by other leading and medical health professional groups, including the American Medical Associations, which promotes same Standard of Care for persons with back pain.

40. As set forth in the AAOS, the diagnostic criteria for back pain are:

- i. **Osteoarthritis** (Degenerative Arthritis) causes the cartilage that cover and protects the vertebrae to deteriorate. This disorder is thought to be due, in part, to the wear and tear of years of use. Irregular projections of bone (spurs) may develop on the vertebrae and compress the spinal nerve roots. All of these changes can cause low back pain as well stiffness.
- ii. **Compression (crush) Fractures** commonly develop when bone density decreases because of osteoporosis, which typically develops as people age. Compression fractures can be accompanied by compression of spinal nerve roots, which causes chronic back pain. However, most fractures due to osteoporosis occur in the upper and middle back and causes upper and middle rather than low back pain.
- iii. **A Rupture or Herniated Disk** can cause low back pain. A disk has a tough covering and a soft, jelly like interior. If a disk is suddenly squeezed by the vertebrae above and below it (as when lifting a heavy object), the covering may tear (rupture), causing pain. A ruptured or herniated disk also commonly causes

sciatica.

- iv. **Lumbar Spinal Stenosis** is a narrowing of the spinal canal in the lower back. Spinal stenosis is caused by such disorders as osteoarthritis, spondylolisthesis, rheumatoid arthritis, ankylosing spondylitis and Paget disease of bone. Spinal stenosis may cause sciatica as well low back pain.
- v. **Spondylolisthesis** is partial displacement of a vertebrae in the lower back. It usually occurs in people who have a common birth defect that weakens part of the vertebrae. People with spondylolisthesis are at risk of developing lumbar spinal stenosis.
- vi. **Fibromyalgia** is a common cause of body pain, sometimes including low back pain.

- 41. There is medical consensus that back pain disorders is a serious medical condition that if not properly and timely treated is known to cause clinical distress, debilitating depression, anxiety, embarrassment, fear, fright, neuropathy and even paralysis.
- 42. Incarcerated persons like Mr. Alvarez are at a particular high risk of suffering irreversible pathological movement disability, including paralysis, when treatment is withheld.
- 43. Back pain disorder often intensifies with time. The longer individual goes without treatment, the greater the risk of severe harm to the individual's physical and psychological health.
- 44. The medically recognized protocols for back pain disorders are set forth in the World Professional Association of Musculoskeletal Health (WPAMH) Standard of Care for the Health of the spine/back ("Standard of Care").

45. The Standard of Care provides for the following treatment, some or all of which will be required, depending on the individuals' medical needs of the patient:

- a) Muscle relaxants, physical therapy for back pain that last no more than 1 or 2 days;
- b) For chronic back pain, chiropractic treatment, opioid analgesics, transcutaneous electrical nerve stimulation, epidural injections, which provides long term pain relief; and
- c) If herniated disk is causing relentless sciatica, weakness, loss of sensation, or loss of bladder and bowel control, surgery may be necessary.

Background on Testicular Cancer, Medical Treatment and Standard of Care

- 46. Most testicular cancers develop in men younger than age 40. It is one of the most common cancers in young men.
- 47. Testicular cancer may cause an enlarged testis or a lump. A testis normally feels like a smooth oval, with the epididymis attached behind and on top.
- 48. Testicular cancer produces a firm, growing lump in one or both attached to the testis.
- 49. Although testicular cancer is usually painless, the testis or lump may hurt when lightly touched and even hurts without being touched.
- 50. Occasionally, blood vessels rupture within the tumor, yielding a suddenly enlarged, severely painful swelling testis.
- 51. Disorders of the testis can be psychologically disturbing as well as psychologically damaging.
- 52. A man with cancer on the testis could die within 5 years if, the cancer is not detected or no treatment provide soon.

53. Most doctors recommend testicular self-examination and ultrasound scanning may indicate whether a lump is part of the testis and whether it is solid or filled with fluid. Also blood test is recommended to determining the blood levels of two proteins, Alpha-Fetoprotein and Human Chorionic Gonadotropin, which may help doctors in making the diagnosis accurately. The level of these proteins often increase in men with testicular cancer.

54. The American Cancer Society ("ACS") announced the Standard of Care when a firm lump on the testis is found requiring prompt medical attention. Especially, when exist cancer history in the patient's family.

55. A critical component of the treatment for testicular cancer as described by the ACS's Standard of Care, is surgical removal of the entire affected testis and should be done promptly.

Background on Eye-Disorder, Treatment and Standard of Care

56. Eye symptoms may include changes in vision, changes in the appearance of the eye, or as abnormal sensation in the eye. Eye symptoms typically develop as a result of a problem in the eye but occasionally indicate a problem elsewhere in the body.

57. When a person experience eye-pain is potentially serious inflammation of the tick fibrous coat of the eye, or Uveitis, an inflammation of the inner structures of the eye and must be medically treated soon.

58. Diabetes, among other diseases, could cause vision problems. Diabetic retinopathy is damage to the retina as a result of diabetes.

59. The diagnosis is based on an eye-examination after the pupil is dilated with eye drops.

60. In general, retinopathy appears 5 years after people develop type 1 diabetes. Because diagnosis of type 2 diabetes may not occur for years, retinopathy may be present by the time people receive the diagnosis of type 2 diabetes.

61. Doctors recommend controlling blood sugar and blood pressure are important for people who have diabetic retinopathy or who are at risk of developing it.

62. Some eye disease cause few or no symptoms in their early stages, so doctors recommends eye should be checked regularly – every 1 or 2 years or more frequently if there is an eye condition – by an ophthalmologists or by an optometrist.

Background on Knee-Injury, Medical Treatment and Standard of Care

63. The knee has two menisci, semicircular cartilage rings, that helps to hold the joints in place. There is a lateral and a medial meniscus. A meniscus can be injured causing tears when it's through trauma which cause a person's knee to catching and locking of knee joints, knee giving out, knee locking full range of motion, pain when walking and swollen of the knee for more than 3 weeks.

64. Knee meniscus tears often cause severe pain and mobility disability. Doctors may be able to diagnose a meniscus injury through Magnetic Resonance Imaging ("MRI"). The longer an individual goes without treatment, the greater the risk for severe permanent harm to the person's physical and mobility health.

65. The American Orthopedic Association recognize the Standard of Care on the treatment of knee meniscus tears when MRI shows a larger tear and causes a person's mechanical joint instability and pain, surgery is recommended to be done promptly.

66. The Standards of Care apply with equal force to persons who are incarcerated and persons who are not incarcerated, and have been endorsed by the National Commission on

Correctional Healthcare and the U.S. Department of Justice National Institute of Corrections as the medically accepted Standards for the treatment of inmates with back pains, testicular cancer, eye-symptoms, knee injury, *inter alia*.

67. The Standard of Care states that a "Freeze-Frame" approach to provisions of medically recommended care to people who are incarcerated is not considered appropriate care and warn that "the consequences of ... lack of initiation of specialize care when medically necessary include a high likelihood of negative outcomes such as irreversible physical disability, repeated surgeries, depressed mood, dysphoria, suicidality and/or death.
68. The National Commission on Correctional Healthcare ("NCCHC") recommends that the medical management of prisoners with chronic medical conditions "should follow accepted Standards developed by professionals with expertise in their respective medical field citing the Standard of Care. The NCCHC also explains that "policies that make treatment available *only* to those who received them prior to incarceration or that limit follow-up care is inappropriate and out-of-step with medical Standards and should be avoided."
69. The Federal Bureau of Prisons and many states and local corrections agencies provides needed medical care to prisoners in their custody through doctors on-site or at local hospitals.
70. The medically recognized protocols for the treatment of back pain, testicular cancer, eye-symptoms and knee injury are set forth in the Corizon Health Utilization Management Policies and Procedures Standards of Care.
71. COMAR 12.02 12.12, described the Department of Corrections policies and procedures of coordinating correctional services and health care services for inmates.

71. Including in these policies and procedures in § 12.02. 12.07, which provides that inmates *shall* receive "health care services and medical evaluations and examinations."

72. COMAR 12.02. 12.09A-B(1)(2) states that "medical examination" *shall* be provide to inmates "within 2 working days" and "a licensed physician *shall* be readily available to take care of the medical needs of the inmate physician services may be provided throughout ... a contract{or}."

73. COMAR 12.02. 12.12 A-B provides "health care services *shall* be provided according to the needs of the inmates and *shall* be designed to maintain the highest possible degree of function, self-care and independence," and that "a health care program *shall* be develop to include prompt treatment of injury or illness."

74. COMAR 12.02. 12.13A states "the health facility *shall* provide the number and level of personnel sufficient to meet the total needs of the patient."

75. COMAR 12.02. 12.17A(2) provides that, *inter alia*, "writing policies and procedures *shall* be developed and maintained in consultation with representatives of the medical staff, nursing services, and administration governing the provision for the control of the sick call process and referral services," and "a responsible staff member to whom an inmate can report injuries, symptoms of illness, and emergencies *shall* be on duty at all times and be immediately accessible."

76. A parallel statute is found in COMAR's Commission of Correctional Standard 14.04. 14.02, which described the DOC Managing Official's responsibilities and procedures for ensuring inmate's safety and inmate's rights:

77. In §14.04. 14.02A(4)(a)(5) provides, *inter alia*, "the managing official *shall* have a written policy and procedures ... ensuring 24-hours medical services, including provisions for

access to health care facilities and qualified health care personnel ... specifying the method for requesting weekly access to sick call and the provisions for prompt staff referral of special medical problems to appropriate health care professionals."

78. COMAR 14.04.14.02(11)(12) states the managing officials to "ensuring that health care personnel who provide services to inmates have current credentials, certifications, or licenses required by the State," and "providing for the routine health examination of inmates according to established guidelines."

79. COMAR 14.04.14.05 mandates, *inter alia*, the managing officials *shall* have a written policy indicating that an inmate have the right to not be discriminated against with regard to programs, services or activities ... and "establishes inmate's right to protection from physical and mental abuse and harassment by personnel, that includes sexual harassment and the right to access to medical health care."

Corizon's Ongoing Nationwide Operational Deficiencies

80. Nationwide news media and court records exposes Corizon Health, Inc., of improper business tactics employed in securing lucrative government contracts. These impropriety has let to hundreds of law suits with allegations against the company for tactically providing substandard medical care to inmates resulting in millions of settlement and jury awards for example:

- a) In July 2018, the *Idaho Statesmen* reported a prisoner swallows a razor blade to force Corizon to provide medical care, after being denied multiple request for care of a worsening infection in his leg. Corizon was charged engaging in medical negligence and/or malpractice, and failure to hire, train and supervise qualified

medical staff. See *Merchant v. Corizon, LLC*, U.S.D.C (D. Idaho) Case No.: 1:17-cv-00524-BLW. Corizon contract was terminated.

b) In June 2018, *Prison Legal News* reported Corizon Health was held in contempt of consent orders in its failure to create 24-hours medical care, hire a full-time physician, provide properly staffed medical delivery system, *inter alia*. See *Bella v. IDOC*, U.S.D.C. (D: Idaho) Case No.: 1:81-cv-01165-BLW. Corizon contract was terminated.

c) In May 2018, *www.abcnews.go.com* reported that in Arizona a judge threatened the department of Corrections with contempt for running an understaffing health care system in prison. Corizon was the medical contractor at the time. See *Parsons v. Ryan*, U.S.D.C. (D. Ariz.), Case No.: 2:12-cv-0601-DKD. Corizon contract was terminated.

d) In December 2017, *Prison Legal News* reported that Corizon Health, in Indiana, may be liable for failure to coordinate medical care for a prisoner who had serious medical issues and died. See PLN, Oct. 2017, pg. 44; Sept., 2017 pg. 32.

e) In September 2017, the *Associated Press, Albuquerque Journal*, reported that Corizon Health, one of the nation largest for-profit medical providers for prison loses the contract due to numerous lawsuits which called into question the quality and availability of health care services.

f) In July 2017, *Prison Legal News* reported Corizon settled a lawsuit in 2015 over the death of Santa Rita prisoner for 8.3 million dollars alleging inadequate intake assessment, a botched diagnosis and failure to hospitalize inmates. See PLN, March 2015, pg. 54.

- g) In February 2017, the *Alameda County, California*, terminated Corizon contract worth \$135 million were complaints for poor medical services, negligence, inadequate medical care, *inter alia*, that resulted in unnecessary suffering and deaths, ending to pay 8.3 million settlements due to prioritizing its bottom line over the welfare of inmates by aggressively cutting staffing levels, withholding care from inmates, retaliating against whistleblowers, *inter alia*. See *PLN*: Feb. 2017 at 31; see also *PLN*: Oct. 2015, at 20.
- h) In February 2017, the *Times Union* reported that a prisoner died under the care of Corizon Health because it was the policy and practice of Corizon to limit, as a cost saving measures, the medical care to detainees under its care. See *Zikianda v. County of Albany*, U.S.D.C. (N.D.NY), Case No.: 1:12-cv-01194-TJM-DJS. Corizon settle the case.
- i) In January 2017, the *Detroit News* reported the Auditor report improvements are needed to timely complete and consistently documented chronic care conditions finding Corizon's deficiencies. See *PLN*: January 2017 at 52.
- j) In December 2016, *PLN* reported Corizon settle law suit over retaliatory practices after a prisoner complained about inadequate health care in New Mexico.
- k) In July 2016, *PLN* extensively reported about Corizon's "grossly deficient medical care" caused inmate to die. See *PLN*: July 2016 at 12-15.
- l) Former Corizon physician Jan Wilson, Counselor Angela Fisher, Nurse Jose Vallejo (who was also former police officer and prison guard) blew the whistle on many of company's practices, including during an evidentiary hearing before U.S. Magistrate Judge David Duncan in the reopening *Person v. Ryan* case. Fisher testified about severe staffing shortage that resulted in substandard medical care, inadequate medical services and poor working conditions that caused the lives of many inmates under their care. See

PLN, Nov. 2018, pg. 1, 60; Sept. 2018 pg. 26-27; May 2018, pg. 28; see also kzz.org.azcentral.com.

- m) Department of corrections may \$1.4 million to settle whistleblower complaint alleging retaliation for exposing deficiencies in Corizon medical care. See *McDermott v. New Mexico Corrections Dept.* Case No. D-101-cv-2017-00871, U.S.D.C (D.N.M).
81. Corizon Health has customary improper business practices for substandard performance or inadequate care.
82. Corizon's business plan is simply writing off the liquidated damages they're having to pay as the cost of doing business in Maryland without doing anything meaningful to improve the shortage of staff or inadequate care.
83. Corizon's substandard performance and inadequate care violates the contract with DPSCS-DOC.
84. Corizon has a Cost Containment Program policy that allows to take imprisonment people to a hospital *only* in cases of medical emergencies, which means as an incident that is a life or limb threatening illness or injury.
85. Corizon made several representations to DPSCS Officials that were false and misleading, including *inter alia* that they provide Mr. Alvarez "ongoing physician and nursing intervention for [his] condition by requesting to be seen via a sick call request or as part of ongoing chronic care visits conducted each 90 days." Those representations deceived DPSCS officials and caused him severe pain and suffering, which included the consideration of the state of Maryland continuing to pay Corizon for medical services they did not delivered to its incarcerated citizens.

86. Corizon's failure to "uphold their contractual obligations, they not only defraud taxpayers, the health of inmates, and by extension, the health of the general population, is jeopardized," Attorney General Schneiderman said. See www.courthousenews.com.

DPSCS-DOC Sufficient Serious Conditions

87. The State of Maryland had actual and constructive knowledge of Corizon's nationwide improper business practices before entering into a contract with Corizon.

88. The State of Maryland contracted Corizon based on cost-saving initiative not productivity. Said productivity pose conditions substantially serious in prison.

89. DPSCS-DOC Officials had actual and constructive knowledge that Corizon was in fact providing substandard or inadequate care in Maryland prisons when received thousands of complaints from inmates alleging operational deficiencies and denial of medical care by Corizon from 2018 to present.

90. WCI Officials had actual and constructive knowledge that Corizon was operating short-staff from 2018 to present by acknowledging when operating short-staff and failed to take reasonable steps to protect their incarcerated citizens, including Mr. Alvarez.

91. DPSCS-DOC and WCI Officials failed to take reasonable steps to ensure Mr. Alvarez received timely medical care and follow up chronic care by Corizon.

92. DPSCS-DOC and WCI failed to take reasonable steps to ensure Corizon was operating in compliance with the National Commission on Correctional Health Care (NCCHC) standards.

93. DPSCS-DOC knew and/or encouraged and/or silently acquiesced in the deficient oversight mechanisms which prevented WCI Officials from adequately addressing systematic

failures in its medical health program and the harmful effects of its program on prisoners with serious chronic care conditions.

Mr. Alvarez's Ongoing Low Back Pain

94. In or about June 2009, Mr. Alvarez slipped and fall while in custody of DOC, at Jessup Correctional Institution (JCI). Right after falling Mr. Alvarez reported to DPSCS and JCI medical staff intense low back pain with tingling sensation that travels down to his left foot and numbness in tow 4 and 5. At which time PA John Moss diagnosed Mr. Alvarez's back condition as sciatica.

95. On July 16, 2009, Mr. Alvarez was evaluated by impatient neurologist unit at Bon Secours Hospital ("Bon Secours"). The Bon Secours who evaluated Mr. Alvarez for low back and numbness recognized that treatment for low back pain should follow the Standard of Care and recommended "if patient's symptoms worsen or if tingling and numbness expands to other parts of the foot or leg, then further evaluation is needed, including MRI of lumbar and EMG nerve conducting study."

96. Mr. Alvarez's back pain and numbness on his toe continuing throughout 2009, 2010, 2011, 2012, 2013, and 2014. DPSCS medical providers treated Mr. Alvarez's pain with Tylenol, Mobic, Naproxen and Motrin for all these years.

97. In September 2014, Mr. Alvarez was transferred to WCI.

98. Mr. Alvarez arrived at WCI as someone who had already been diagnosed with sciatica and was already seeking treatment – prior to his incarceration at WCI – by:

- a) Bon Secours Hospital in Baltimore;
- b) James Kernan Orthopedic Hospital in Baltimore;
- c) Dr. Lawrence Manning in JCI;

- d) PA John Moss in JCI;
- e) Dr. Ashok Krisnaswamy in Baltimore;
- f) Dr. Craig Bennett in Baltimore.

99. These various medical providers diagnosed Mr. Alvarez with sciatica nerve disorder. These medical professionals have consistently recognized Mr. Alvarez, *if symptoms worsen or extended*, then MRI and EMG nerve evaluation studies is needed.

100. In November 2014, on-site WCI doctor, Robustiano Barrera diagnosed Mr. Alvarez as suffering Gastric Intestinal ("GI") complications after lab test showed blood on Mr. Alvarez's stool. All analgesics were terminated and discontinued as Dr. Barrera believed was the proximate cause for GI complications. Dr. Barrera prescribed Mr. Alvarez Neurontin for his low back pain.

101. Neurontin has been used in medical setting for years and was considered the Standard of Care for treating a number of chronic nerve pain by DPSCS at the time.

102. In June 2015, DPSCS medical providers discontinued Mr. Alvarez's Neurontin prescription without cause. Mr. Alvarez suffered excruciated back pain and mobility impairments thereafter.

103. In June 2015, Mr. Alvarez was evaluated by Dr. Barrera and diagnosed him as having herniated disk L5-S1. Neurontin regimen was reinstated and a referral with onsite orthopedic doctor was made.

104. On July 9, 2015, orthopedic doctor, Roy J. Carls, diagnosed Mr. Alvarez's back pain as lumbar disk disease L5-S1 and recommended "MRP" to evaluate the source of spinal pain and *"further treatment options for this include physical therapy, chiropractic care and if it continues of course a spine surgeon referral would be considered."*

105. These various medical experts diagnosed Mr. Alvarez with sciatica and herniated disk disease L5-S1 and have consistently recognized Mr. Alvarez as needed non-formulated drugs to control the chronic pain, MRI and EMG nerve conducting studies and finally spinal surgeon referral is necessary when symptoms worsen and extended.

106. Neurontin was effective to minimize Mr. Alvarez's back pain throughout 2015, 2016 and 2017.

107. On December 2017, DPSCS implemented a so called "Freeze-Frame" policy with regard to inmates who receives non-formulated (Neurontin) drugs. DPSCS "Freeze" all non-formulated drugs for inmates with injuries like Mr. Alvarez. Pursuant to that policy, DPSCS "Freezes" chronic care inmate's treatment despite their medically recommended status and refuses to provide non-formulated drugs treatment *unless and until* inmates show complete mobility disabilities.

108. While at WCI, Mr. Alvarez immediately requested continuation of his Neurontin regimen. His requests were denied.

109. While at WCI, Mr. Alvarez experienced worsening sciatica/herniated disk pain and expanding debilitating symptoms: loss of bladder control, severe distress, embarrassment, depression, fear, horror, impairments in his daily life and continues to experience this distress due to sciatica/herniated disk disease. He experienced and continues to experience excruciating back pain and continues to experience psychological and physical symptoms due to Defendants' refusal to accept his previous diagnosis or diagnose him for sciatica/herniated disk disease; and he has exhibited worsening and expanding physical limitations due to this refusal, including loss of bladder control, Charlie horse pain, muscle spasms, lack of sleep, panic attacks, anxiety, depressions and helplessness.

110. In the case of Mr. Alvarez, from 2018 to present, DPSCS Corizon and WCI customarily failed to either recognize his previous sciatica/herniated disk disease despite showing aggravating symptoms that not only expanded to other parts of his body but showing debilitating symptoms for which the Defendants should have provide the necessary MRI, EMG nerve evaluations during his incarceration to obtain diagnosis. Said failures are attributable directly to a customary culture of shortage of staff here in Maryland – as well other States. Further, the shortage of staff caused a continuing perpetuation of the “freeze-Frame” policy because it freezes all chronic care treatment for Mr. Alvarez due to absence of doctors at WCI.

111. Defendants' refusal to diagnose and treat Mr. Alvarez's herniated disk and sciatica caused him – while incarcerated – excruciating pain, bladder dysfunction, embarrassment, debilitating symptoms.

112. Under the Standard of Care, and COMAR, non-formulated drugs, MRI, EMG studies, P/T, chiropractic treatment and surgery were medically necessary treatment for Mr. Alvarez – which Defendants ongoing denied.

Mr. Alvarez's Testis Lump

113. After conducting a self-examination, Mr. Alvarez sought medical care after finding a small-hard-pea-size lump on his right testis and was painful.

114. While incarcerated Mr. Alvarez repeatedly sought treatment and evaluation of the lump.

115. In numerous occasion, DPSCS Corizons' nurses recommended that Mr. Alvarez be evaluated by a doctor for the lump.

116. From the time Corizon obtained the Contract in December 2017 to January 2020, Mr. Alvarez could not obtain an evaluation, diagnosis and treatment from a doctor because there were no doctor working at WCI.

117. Defendants' refusal to hire doctors at WCI caused to freeze all specialized medical care until and unless Mr. Alvarez, virtually, was dying.

118. While at WCI, Mr. Alvarez reach out to various DPSCS officials informing he was denied medical care because there was no doctor who could evaluate and treat the lump of his right testicle. Mr. Alvarez also informed he was afraid of dying because his family had a history of cancer.

119. On January 27, 2020, DPSCS Corizon had Mr. Alvarez evaluated by a part-time doctor and at which time, the doctor found a 0.5 mm. lump in Mr. Alvarez's right testis. The doctor recommended a cast cane exam. Defendants denied the cast cane exam.

120. DPSCS Corizon refused to, to failed to, accept the doctor's diagnosis and recommendations for cast cane evaluation.

121. While incarcerated Mr. Alvarez continuing requesting treatment and evaluation of his testis.

122. On May 15, 2020, DPSCS Corizon had two-part-time doctors examining Mr. Alvarez's testis and they reconfirmed the existence of a 0.5 mm. lump. Doctors recommended an ultrasound evaluation. DPSCS Corizon denied approval for the ultrasound.

123. While at WCI Mr. Alvarez continued requesting medical care and approval for the ultrasound exam. Defendants continuing denying approval.

124. On May 29, 2020, *same* doctors who evaluated Mr. Alvarez on May 15, 2020, informed Mr. Alvarez they needed to re-examine his testis because *corporation* (DPSCS Corizon) needed more information before the ultrasound could be approved. This was Mr. Alvarez's 3rd physical examination. Mr. Alvarez feels embarrassed, ashamed during this physical examination.
125. While at WCI, Mr. Alvarez experienced severe mental anguish, embarrassment, and physical pain and continues to experience this distress due to DPSCS Corizon's freeze-frame policy. He experienced and continues to experience discomfort with his testis and experienced and continues to experience psychological and physical symptoms due to Defendants' refusal to hire doctors and provide medical care.
126. ON June 11, 2020, an ultrasound exam was provided to Mr. Alvarez at Western Maryland Medical Hospital.
127. While at WCI, DPSCS Corizon provided no follow up doctor care for Mr. Alvarez post-ultrasound exam.
128. While at WCI, Mr. Alvarez reach out to Prisoners Right Information System ("PRISM") and consented to their obtaining his medical records from DPSCS.
129. Upon obtaining Mr. Alvarez's medical records, PRISM's medical advisor and lawyer indicated a blood test was needed for Mr. Alvarez to obtain an accurate result and evaluation of testicle lump and rule out cancer. DPSCS Corizon denied, and refused to, accept the independent medical consultant's medical recommendations.
130. While at WCI, Mr. Alvarez continuing requesting continuation of his testis lump evaluation and care.

131. DPSCS Corizon's nurse discussed the ultrasound findings with Mr. Alvarez and indicated the lump was a cyst caused by masturbation and advised Mr. Alvarez to stop masturbating. The nurse denied the blood test as requested by Mr. Alvarez.
132. Defendants' refusal to retain qualified medical providers contributes to freeze and deny all treatment and diagnosis to Mr. Alvarez which caused him – while incarcerated – unwanted infliction of unnecessary pain and suffering.
133. Under the Standard of care, and COMAR, a blood test was medically necessary treatment for Mr. Alvarez – which Defendants denied ongoing.
- Mr. Alvarez's New Knee Injury
134. On October 29, 2021, Mr. Alvarez sustained a new knee injury after being kicked and bending the knee during a physical altercation with an inmate.
135. While incarcerated Mr. Alvarez immediately requested medical care after experienced severe knee pain, swollenness and mobility impairments due to new knee injury.
136. Defendants' denied Mr. Alvarez necessary medical care due to operational deficiencies (no doctor) unless and until Mr. Alvarez's symptoms were of a life or death distress.
137. DPSCS Corizon medical providers examined Mr. Alvarez's left knee a month later and his knee injury still visible. The nurse noticed Mr. Alvarez's knee swollen, bruised and also noticed fluids around the knee cap. She indicated ordering an Iced-Bandage and x-ray. Defendants denied the recommended treatment.
138. Defendants' failure to provide Mr. Alvarez the Iced-bandage and x-ray when indicated prevented diagnosis and treatment for Mr. Alvarez.

139. Defendant's refusal to hire qualified medical staff contributes to Mr. Alvarez ongoing denial diagnosis, treatment and care causing him – while incarcerated – wanton infliction of unnecessary pain and suffering.

140. Under the Standard of Care, and COMAR, MRI study and orthopedic care is medically necessary treatment for Mr. Alvarez – which Defendants denied.

Mr. Alvarez's Eye-Condition

141. From February 9, 2021 to February 12, 2022, Mr. Alvarez requested ongoing eye-care after having same eye-glasses prescription for more than five years. After breaking his eye-glasses, Mr. Alvarez requested eye-doctor evaluation because his glasses were causing headache and vision problems.

142. DPSCS Corizon failed to or failed to attempt to rectified the ongoing operational deficiencies and refused to hire qualified medical staff to provide eye-care to Mr. Alvarez at WCI.

143. After one full year of requesting eye-care, DPSCS Corizon had Mr. Alvarez evaluated and an optomologist recommended new prescription eye-glasses that was to be provided to Mr. Alvarez within 6 to 8 weeks.

144. DPSCS Corizon and WCI medical providers continuing failing to provide the prescription eye-glasses to Mr. Alvarez after optomologist recommended.

145. While incarcerated Mr. Alvarez experienced serious vision impairments and headache in his daily life and continues to experience vision impairments and continues to experience headache and embarrassment due to Defendants' refusal to hire qualified medical professionals to provide timely medical care and he has exhibited physical manifestations due to this refusal, including panic attacks, anxiety, racing heartbeats and

and ashamed.

146. Defendants' refusal to hire qualified medical staff contributes to Mr. Alvarez's ongoing denial diagnosis and treatment causing him – while incarcerated – wanton infliction of unnecessary pain and suffering and disabilities.

147. Under the Standard of Care, and COMAR, eye-care were medically necessary treatment for Mr. Alvarez – which Defendants continues to denied.

Mr. Alvarez's Other Chronic Care Conditions Untreated

148. Since 2008, Mr. Alvarez was diagnosed as suffering from arthritis on his knees. Arthritis is a lifelong painful degenerative bone disease. Treatment consist, mostly, on non-formulated drugs.

149. Only a doctor could prescribe non-formulated drugs to inmates while incarcerated.

150. Since 1999 Mr. Alvarez was diagnosed and treated as suffering from seasonal allergies. Seasonal allergies could, and would develop and, cause serious respiratory complications. Treatment consist in allergy drugs, eye-drops, inhalers, nasal spray decongestion and vaccinations.

151. In the case of Mr. Alvarez, DPSCS and WCI refused to either recognized his preconditions diagnosis of arthritis and allergies or provide him with the necessary orthopedic and medical care evaluations to obtain the diagnosis.

152. While incarcerated Mr. Alvarez immediately requested continuation of his arthritis non-formulated drugs regimen.

153. While incarcerated Mr. Alvarez immediately requested continuation of his allergies medicines regimen. The Defendants denied his request.

154. While incarcerated Mr. Alvarez experienced severe joint pain and serious impairments in his daily life and continues to experience this distress due to arthritis. He experienced and continues to experience discomfort with his knees and experienced and continues to experience excruciating physical pain and physical symptoms due to Defendants' refusal to accept his previous diagnosis or diagnose him for arthritis and due to Defendant's refusal to hire qualified medical personnel, including doctors, which refusal caused to freeze all medical care causing to exhibiting physical manifestations due to this refusals including panic attacks, anxiety, horror, fear, and mobility disabilities.

155. While incarcerated Mr. Alvarez experienced an acceleration of his allergies symptoms daily and continues to experience this distress due to untreated chronic seasonal allergies. He experienced and continues to experience aggravation of allergies symptoms as to cause him to develop bronchitis, a severe respiratory complication due to Defendants' refusal to accept his previous diagnosis and due to Defendant's refusal to hire doctors to provide chronic care medical care to chronic care patients/inmates. These refusals cause to freeze all medical care for chronic care inmates which cause Mr. Alvarez to not receive his allergies medicines timely. Bronchitis in a lifelong respiratory disease for which caused Mr. Alvarez to exhibited panic attacks, anxiety, racing heartbeats, shortness of breath, sleep disturbance, and helplessness.

156. Defendants' refusal to diagnose and treat Mr. Alvarez's chronic serious conditions due to refusal to operate with qualified medical staff caused him while incarcerated progression of bone disease and pain, to developed a lifelong respiratory disease, bronchitis.

157. Under the Standard of Care, and COMAR, chronic care follows up treatment requires a closed monitoring care by a doctor for which was medically mandatory for Mr. Alvarez – which Defendants denied.

Defendants Denial of Medically Necessary Treatment for Mr. Alvarez's Chronic Condition

158. On July 16, 2009, DPSCS medical providers sent Mr. Alvarez to the Bon Secours Hospital because of debilitating back pain that was causing Mr. Alvarez to experience tingling sensations in his left leg, razor-sharp needle pains that travels from lower back down to left foot and numbness on toe 4 and 5.

159. Dr. Harjit S. Bajaj, of Bon Secours Neurologist Department, concluded no signs of neuropathy but ordered:

- a) "if patient symptom worsens or if the patient's tingling and numbness expands to some other parts of the foot or legs, then
- b) Further evaluation is needed including MRI of lumbar spine and EMG nerve conducting study."

160. Mr. Alvarez's debilitating back pain and symptoms continuing the same from 2009 to 2015 for which DPSCS treated Mr. Alvarez back pains with physical therapy and analgesics – which did not cure Mr. Alvarez's back pains and numbness.

161. After six years of consuming analgesics, it caused Mr. Alvarez to develop ulcers and suffer Gastric Intestinal ("GI") complications. In November 2014, Dr. Barrera discontinued all analgesics for Mr. Alvarez believing was the proximate cause for developing GI and prescribed non-formulated drugs, *Neurontin*, to treat chronic low back pain.

162. In June 2015 DPSCS medical providers discontinued the Neurontin prescription without cause. Mr. Alvarez's back symptoms worsened and the pain expanded to other parts of his body.

163. Mr. Alvarez requested evaluation and treatment of his lower back pains.

164. Dr. Barrera diagnosed Mr. Alvarez's back pain as herniated disk L5-S1. Dr. Barrera reinstated Neurontin and referred Mr. Alvarez with onsite orthopedic, Dr. Roy J. Carls.

165. On July 9, 2015, Dr. Carls diagnosed Mr. Alvarez's back conditions as "Radicular symptoms from lumbar disk disease specifically in the lumbar spine most likely L5-S1 inner space" and order "MRI to evaluate the source of spinal pains and... further treatment options for this include physical therapy, chiropractic care and if symptoms continues of course a spinal surgeon referral would be considered."

166. In December 2017, DPSCS abruptly discontinues Mr. Alvarez Neurontin prescription – the only treatment he was receiving for herniated disk and sciatica. Medical providers indicated that DPSCS implemented a *new* policy that prohibits the use of Neurontin for inmates.

167. Consistent with DPSCS policy, Mr. Alvarez submitted sick call requests seeking evaluation and treatment for sciatica and herniated disk pains, to include MRI evaluation.

168. Medical records establish that as July 16, 2009, Defendants were aware of Mr. Alvarez having "excruciating low back pains, tingling sensations and numbness that expands from lower back down to left foot and toes; *Ex. 1 (consultation report by Harjit S. Bajaj and John Moss PA)*, the Defendants also were aware that Mr. Alvarez's back symptoms were worsening and expanding; *Ex. 2 (consultation report by Dr. Roy J. Carls*

and Robustiano Barrera), for which Mr. Alvarez's back pain was diagnosed as herniated disk and sciatica and received Neurontin from 2015 to late 2017 as treatment. *Ex. 3 (Mr. Alvarez's Medical Chart)*, Mr. Alvarez continuing requesting specialized care. *Ex. 4 (Sick Call Requests)*.

169. Despite knowledge of Mr. Alvarez's back pain condition worsening and ongoing suffering, Defendant's refused to provide either an evaluation for Mr. Alvarez's back pain or denied treatment for sciatica and herniated disk because they refused to accept his previous diagnosis and symptoms unless and until Mr. Alvarez's mobility was totally impaired or because they refused to hire a doctor to work at WCI.

Dr. Getachew's Personal Participation

170. In February 2018 Mr. Alvarez visited the WCI medical center on a sick call to discuss his treatment for herniated disk and sciatica and renewal of his Neurontin prescription. Dr. Getachew personally denied his request.

171. On May 31, 2018 Mr. Alvarez met with Dr. Getachew concerning his sciatica and herniated disk problems. Dr. Getachew refused to reinstate Mr. Alvarez's Neurontin prescription. Dr. Getachew also denied Mr. Alvarez's request for MRI evaluation. Instead, Dr. Getachew prescribed antidepressants or psychotropic drugs, *Nortriptyline* and *Celebrex* to treat Mr. Alvarez's sciatica and herniated disk pain. Dr. Getachew never informed Mr. Alvarez that *Nortriptyline* and *Celebrex*'s side affects could, or would, made Mr. Alvarez depressed neither asked for Mr. Alvarez's consent.

172. In July 2018 Mr. Alvarez notified DPSCS and WCI medical providers that he was suffering depressive moods. Medical providers informed Mr. Alvarez that depression was a side effect of the drug *Nortriptyline* and *Celebrex*. They referred back to Dr. Getachew for reviewing Mr. Alvarez's pain medicines.

173. On July 26, 2018 Mr. Alvarez met with Dr. Getachew to discuss the prescribed psychotropic drugs. Dr. Getachew advised he was to discontinue the antidepressant drugs and provide new pain medicines. This was a lie. Dr. Getachew increased *Nortriptyline* and *Celebrex* dosages.

174. Mr. Alvarez continue complaining to DPSCS Corizon and WCI medical providers of having

sciatica and herniated disk pain as well suffering depressive mood caused by the psychotropic drugs.

175. In September 2018 WCI medical providers referred Mr. Alvarez back to Dr. Getachew for administrative review of psychotropic drugs provided for nerve pain.
176. On September 21, 2018 Mr. Alvarez met with Dr. Getachew to discuss the side effects of the psychotropic drugs. At which time Mr. Alvarez requested for MRI evaluation and reinstatement of Neurontin. Dr. Getachew personally participated in denying his request MRI evaluation and reinstatement of Neurontin for the second time.
177. On October 4, 2018 Mr. Alvarez met with Dr. Getachew concerning his sciatica and herniated disk pain and to address the side effects of Nortriptyline and Celebrex. Mr. Alvarez informed Dr. Getachew the drugs was making him depressed and informed of his intent to stop the taken of Nortriptyline and Celebrex because he continuing having pain after taken the drugs. Dr. Getachew informed Mr. Alvarez if he stop taken the drugs he was refusing all treatment. For the third time Dr. Getachew denied Mr. Alvarez's requests for treatment and care.
178. Mr. Alvarez refused to take Nortriptyline and Celebrex. On October 14, 2018. Correctional Officer Isner, along with a nurse, asked Mr. Alvarez why he refused to take his pain medicines. Mr. Alvarez indicated the drugs was causing him to suffer depression and was not taken the pain away. The nurse informed Mr. Alvarez if he refused the medicine, she was to order Officer Isner to place him on segregation. At which time Mr. Alvarez took the drugs because of the treat.
179. As a proximate result of been forced to take psychotropic drugs for pain without informed consent and against his will, Dr. Getachew caused Mr. Alvarez to suffered depression, battery, anxiety, panic, fear, embarrassment, pain and suffering.
180. In August and October 2018 Mr. Alvarez filed requests for Administrative Remedy seeking to have an investigation against Dr. Getachew for forcing to take psychotropic drugs for pain without informed consent.
181. After the grievance was filed, Dr. Getachew discontinued the psychotropic drugs Nortriptyline and Celebrex without having Mr. Alvarez evaluated or provide any alternative treatment plan. Dr.

Getachew personally denied Mr. Alvarez's treatment and care for the fourth time.

182. From October 2018 to December 2019, Defendants denied Mr. Alvarez chronic care follow ups by a doctor when numerous nurses so requested.
183. On December 12, 2019 Mr. Alvarez requested an evaluation by a male doctor after discovering a hard-pea-size limp on his right testicle. A nurse referred Mr. Alvarez with a doctor.
184. On January 27, 2020 Mr. Alvarez met with Doctor Doe concerning his requests for testicular lump evaluation. After a physical evaluation Doctor Doe found a lump size 0.5 cm., on Mr. Alvarez's right testis. Doctor Doe ordered an Ultrasound evaluation for Mr. Alvarez. Upon information and belief, Dr. Getachew denied the Ultrasound evaluation.
185. On May 15, 2020 Mr. Alvarez met a new Doctor Doe concerning his request for evaluation and treatment for testicular lump. After a second physical evaluation, Doctor Doe found a lump in size 0.5 cm. Doctor Doe also ordered an Ultrasound. Upon information and belief Dr. Getachew personally denied, for the second time, the Ultrasound.
186. On May 29, 2020 Mr. Alvarez met with Doctor Doe (same as 5/15/2020) to inform him they need to conduct a *third manual examination* on his testicles indicating that corporation (DPSCS Corizon) highest up (Dr. Getachew) had requested additional information *before* approving the Ultrasound. See *Ex. 5 (Mr. Alvarez's Affidavit Under Oath)*. Upon information and belief, Dr. Getachew personally denied for the third time the Ultrasound evaluation. Doctor Doe's final conclusion was the same as the *first, second* and *third* physical examination -- that Mr. Alvarez's testis had a 0.5 cm. lump.
187. On June 11, 2020 Mr. Alvarez went to the Western Regional Medical Center for an Ultrasound evaluation. He was told the final report will be provide to WCI medical department.
188. Because DPSCS Corizon has not hire a doctor, all follow ups and special care that a doctor could offer is frozen.

Nurse Doe's Personal Participation

189. Mr. Alvarez continuing to follow ups with requests for evaluation and treatment for chronic care

illness: sciatica, herniated disk, seasonal allergies, arthritis and testicular lump on:

(a) July 2019

(b) August 2019

(c) September 2019

(d) October 2019

(e) November 2019

190. From July to November 2019, DPSCS Corizon's Nurse Doe refused to schedule Mr. Alvarez for a doctor's referral or chronic care follow ups.

191. Via sick call requests, on April 23, 25 and May 8, 25, 2020, Mr. Alvarez requested follow ups testicular evaluation and inquired about the status of his Ultrasound. DPSCS Corizon's Nurse Doe scheduler ignored or failed to process Mr. Alvarez's sick call requests and failed to or refused to schedule Mr. Alvarez for chronic care follow ups due to a "Freeze-Frame" policy that requires Mr. Alvarez literally dying before a doctor could see him.

192. Mr. Alvarez continuing to follow ups with requests for evaluation and treatment for chronic care illness: sciatica pain, herniated disk pain, arthritis pain, and refills of his seasonal allergy medicines. Nurse Doe scheduler continuing to ignored or disregarded Mr. Alvarez's sick call requests on:

(a) July 2, 2020

(b) July 9, 2020

(c) July 12, 2020

(d) September 19, 2020

193. Mr. Alvarez's sciatica and herniated disk symptoms worsened and tingling, pain and numbness expanded to other parts of his body. Mr. Alvarez requested medical care and follow ups treatment for sciatica and herniated disk pain on September 19, 21, and 23, 2020. These requests were unanswered by the DPSCS Corizon's Nurse scheduler.

194. Mr. Alvarez continuing to follow up with requests for an evaluation and treatment of worsening and expanding sciatica and herniated disk, chronic arthritis, testicular lump, eye-care and refills of allergy medicines. DPSCS Corizon and WCI's Nurse Doe either refused to process Mr. Alvarez's sick

calls slips or failed to process for special referrals for doctor's chronic care appointments when ordered on:

(a) October 4, 6, 8, 10, 13, 16, 19, 22, 27, 31, 2020;

(b) November 5, 23, 26, 2020;

(c) December 28, 2020;

(d) January 12, 19, 2021;

(e) February 9, 10, 14, 28, 2021;

(f) April 4, 21, 2021;

(g) May 4, 21, 2021;

(h) July 25, 2021

(i) August 4, 2021;

(j) September 1, 25, 2021;

(k) October 29, 2021;

(l) November 5, 7, 9, 21, 23, 2021;

(m) December 1, 6, 13, 18, 19, 31, 2021;

(n) January 16, 18, 19, 23, 2022;

(o) February 6, 9, 20, 22, 2022;

(p) March 4, 6, 2022;

(q) April 6, 26, 28, 2022;

(r) May 7, 9, 22, 2022;

(s) June 6, 20, 2022;

(t) July 10, 12, 2022

195. Nurse Does regularly failed to schedule Mr. Alvarez's appointments for follow up chronic care or doctors' referrals.

NP Clark's Personal Participation

196. Records establish that as early as June 11, 2020, Defendants were aware that Mr. Alvarez has

have a lump in his testicle; Ex. 5, *Id.*, and that WRMC's Ultrasound evaluation report of Mr. Alvarez's testis was to be reviewed by a doctor at WCI medical center with Mr. Alvarez. Because there is no doctor working at WCI medical center to provide follow up medical care, nurses are incharged with the task of reviewing specialized medical reports and to notify the inmates of the outcomes of it.

197. On June 21, 2020, during a sick call, Mr. Alvarez discussed the Ultrasound's evaluation report with Nurse Clark. Mr. Alvarez also requested a blood test to find cancerous cells due to family history of cancer. During this visit Nurse Clark notified Mr. Alvarez that Nurse Clark had been instructed to not give a diagnosis of Mr. Alvarez's testis to Mr. Alvarez because Mr. Alvarez was a nuisance due to his requests for help and evaluations and that what Mr. Alvarez had on his testicles was "fluids." Nurse Clark also informed Mr. Alvarez the fluid build on his testicles were the proximate result of him masturbating to much and recommended to stop it. Nurse Clark personally denied Mr. Alvarez his request for blood test.

198. During several sickcalls in September and October 2020, Mr. Alvarez reported excruciating back pain due to sciatica and herniated disk.

(a) September 19, 2020 sickcall submission of sickcall slip stating that he was experiencing bouts of agonizing back pain, numbness, tingling sensation on his left side hip that travels down Mr. Alvarez's left foot and toes. Mr. Alvarez reported the pain and symptoms lasting for days and nights. Mr. Alvarez reported also having bladder dysfunction as a result of excruciating pain and lack of sleep due to charliehorse type of pain and asked to be treated for the pain and requested MRI test. Mr. Alvarez's request were personally denied by Nurse Clark.

(b) September 21, and 23, 2020 sickcall slip relating the same problem were denied.

(c) October 4, 6, 8, 10, 2020 sickcalls slip relating the same problems were ignored and/or denied.

199. On September 25, 2020 during a sickcall, Mr. Alvarez discussed his excruciating sciatica and herniated disk, bladder dysfunction and charliehorse pain with Nurse Clark. Nurse Clark treated Mr.

Alvarez's worsening and expanding herniated disk symptoms with steroids ("Medrol"), and promised ordering an X-ray for his lower back but Nurse Clark never placed the consultation request with the X-ray technician. The X-ray was not taken after Mr. Alvarez filed a grievance.

200. On October 10, 2020 Mr. Alvarez filed a request for administrative remedy against Nurse Clark for failing to request the X-ray as she promised.

201. On October 10, 2020 Mr. Alvarez filed a request for Administrative Remedy against NP Clark for failing to process the X-ray and have Mr. Alvarez examined with.

202. On October 18, 2020 during a sickcall Mr. Alvarez discussed with NP Clark 2009 Dr. Baja's orders for MRI and EMG nerve test for lower back since tingling, numbness and pain has have worsening and expanded. Despite knowledge of 2009 Dr. Baja's report and recommendations NP Clark denied Mr. Alvarez's request for MRI or EMG studying saying "the only thing I could do for you is sign off my birth and death certificate."

203. During several sickcalls in October, November and December 2020, Mr. Alvarez reported numbness and excruciating back pain due to worsening and expanding sciatica and herniated disk symptoms.

(a) October 22, 2020 sickcall submission of sick call slip stating that he was experiencing "severe lower back pain continue. Left leg and right leg charliehorse continue. Numbness in my foot continue all day long and night. Pain makes [Mr. Alvarez] pee [his] pants and unable to sleep" and requested MRI and doctor consult.

(b) October 27, 2020 sickcall submission of sick call slip put on notice that "since 2009 [Mr. Alvarez] suffered from sciatica nerve injury in low back. Its getting worse" and asked to be treated with Lidocaine Patch or for referral with a doctor.

(c) November 5, 2020 sickcall submission of sick call slip states that he continuing with "ongoing numbness in his foot, no medical care provide for it, after back injury. It causes unexplained charliehorse pain and tingling which affects mobility due to legs weakness," he requests consult with doctor because nurses are not treating the injuries.

(d) November 23, 2020 sickcall submission of sick call slip states that he was

requesting "MRI for low back injury as recommended by Dr. Harjit S. Bajaj (from Bon Secours Hospital) both foot continuing numb and tingling as well back pain."

204. On December 27, 2020 Mr. Alvarez met NP Clark concerning his ongoing request for evaluation and treatment of worsening and expanding sciatica and hemiated disk symptoms. NP Clark refused to refer Mr. Alvarez to the appropriate medical provider specialist who could, or would, order an MRI or EMG nerve evaluation. NP Clark also indicated to Mr. Alvarez that he should accept to live with pain for the rest of his life because what he has was "arthritis" and made it clear "nothing I can do for you. You can leave my office now."

205. On February 17, 2021 Mr. Alvarez visited the WCI medical center on a sick call to discuss with NP Clark his request for MRI or EMG nerve test. NP Clark personally denied Mr. Alvarez's requests.

Dr. Rahman's Personal Participation

206. Upon his numerous and repeated request for evaluation and treatment being denied, Mr. Alvarez sent a letter to the Western Regional Medical Director of DPSCS Corizon, Defendant Dr. Rahman, on November 18, 2021. Mr. Alvarez discussed his condition as chronic care patient who is being denied basic and chronic care treatment pursuant to the unconstitutional "Freeze-Frame" policy. In this letter, Mr. Alvarez highlighted operational deficiencies: (1) ongoing ignoring sick call requests; (2) failure to schedule regular sick calls or schedule referred sick calls appointments; (3) refusal of provide regular doctors chronic care follow ups; (4) refusal of providing medical care and evaluation for new injuries and (5) requested revamp the operational deficiencies.

207. Upon information and belief, WCI medical center continuing operating short staffing, particularly without doctors, nurses or qualified medical professionals for which inmates' medical treatment and evaluations are iced unless and until the inmate's injuries are life treating conditions.

LNP Browning's Personal Participation

208. As DPSCS Corizon's Administrative Grievance Investigator, Ryan Browning, LNP, has supervisory authority to correct, order, enforce medical orders and provide medical care when other medical providers called into question specific medical care and thus personally participated in medical decision of Mr. Alvarez's medical care when investigated Mr. Alvarez's grievances for denial, delayed or recommended medical care on:

- (a) June 20, 2019
- (b) January 7, 2020
- (c) June 27, 2020
- (d) July 17, 2020
- (e) October 10, 2020
- (f) December 22 and 27, 2020
- (g) February 22, 2021
- (h) April 15 and 26, 2021
- (i) May 3 and 7, 2021
- (j) November 3 and 9, 2021
- (k) December 1, 2021
- (l) February 28, 2022

209. Nurse Browning discussed with Mr. Alvarez his primary medical provider's recommendations and orders: Dr. Harjit S. Bajaj and Dr. Roy J. Carls' orders for MRI and EMG nerve conducting studies if low back symptoms worsened or expanded; Doctor Does' order for Ultrasound exam of right testicles; ophthalmologist's order for prescription eyeglasses; refill of season allergies; and follow ups scheduling for chronic care clinic visits and operational deficiencies at WCI medical center. During the investigative interviews, Defendant Browning notified Mr. Alvarez that Nurse Browning did not have the credentials to supersede a Collegial Review Decision (A.K.A., Dr. Getachew) and refused to have Mr. Alvarez evaluated or provide care by referring him to another doctor because (1) there was no doctor at WCI, (2) Browning admitted he did not want to go or

look bad against his boss -- Dr. Getachew -- even when other medical provider could recommend or order specific medical care. The administrative decisions by Browning blocked his access to medical care, withheld his medicine, treatment, evaluation, and failed to follow up on the orders by low medical providers who referred Mr. Alvarez with a doctor.

Doctor Doe's Personal Participation

210. During several sick calls in October and November 2021, Mr. Alvarez reported injuring his left knee during a physical altercation with another inmate on October 29, 2021.

(a) October 29, 2021 sick call submission on sick call slip stating that his "left knee bend and became swollen, hurts a lot and its bruised after a fight. Request orthopedic consult." Nurse Doe did not schedule Mr. Alvarez for sick call.

(b) November 5, 2021 sick call slip relating the same problem. Nurse Doe did not schedule Mr. Alvarez for sick call.

(c) November 9, 2021 sick call slip relating the same problem. Nurse Doe did not schedule Mr. Alvarez for sick call.

(d) November 21, 2021 sick call slip stating "left knee hurts a lot, feeling very weak and unable to walk normal due to injury." Nurse Doe did not schedule Mr. Alvarez for sick call.

211. By now, it has passed 26 days since Mr. Alvarez requested medical care and evaluation of his left knee and he has not receive it. DPSCS Corizon and WCI did not provide medical care and treatment to Mr. Alvarez because there was no doctor working at WCI at the time and thus all medical care were "freeze" if was not a life threatening condition.

212. On November 23, 2021 during a sick call Mr. Alvarez discussed the history of his multiple left knee surgeries along with the October 27, 2021 physical altercation where he was kicked on his left knee with great force. Mr. Alvarez indicated that soon after the altercation he could not support his own body weight, the knee became swollen and bruised. After 26 days of the incident, Mr. Alvarez's left knee continue swollen and bruising around the left knee medial

meniscus, and indicated during the examination he could not support his own body weight. Doctor/Nurse Doe recorded that Mr. Alvarez has "fluids" around the lateral left knee meniscus, tenderness and order X-ray, because there was no knee brace available, ordered an iced-bandage and Tylenol.

213. On December 1, 2021 Mr. Alvarez submitted a sick call slip informing he has not received the x-ray, iced-bandage, and Tylenol. Mr. Alvarez's mobility was self-evident and sustaining lots of pain.

214. On December 2, 2021, an X-ray was taken of Mr. Alvarez's left knee. However, because there is no doctor working at WCI medical center, no one informed Mr. Alvarez of the outcome of the X-ray.

215. On December 6, 2021 Mr. Alvarez submitted a sick call slip requesting the iced-bandage and Tylenol as ordered on November 23rd. for his left knee and informing that his knee continuing swollen and starting to locking. Nurse Doe did not schedule Mr. Alvarez for sick call.

216. On December 13, 2021 Mr. Alvarez's sick call request stated the same. Nurse Doe did not schedule Mr. Alvarez for sick call.

217. On December 18, 2021 Mr. Alvarez's submitted a sick call slip requesting care for rashes and starting to spread all over his body, causing to itching, hurting and lack of sleep. Nurse Doe did not schedule Mr. Alvarez for sick call.

218. On December 31, 2021 Mr. Alvarez submitted a sick call slip requesting care for Psoriasis. Nurse Doe did not schedule Mr. Alvarez for sick call.

219. On January 16, 2022, Mr. Alvarez reported on a sick call left knee pain when walking and continuing swollen, request orthopedic care. Nurse Doe did not schedule Mr. Alvarez for sick call.

220. On January 28, 2022 Nurse Doe indicated she could do nothing for me because I was a chronic care patient after reviewing my numerous sick call requests about left knee injury and never receiving the iced bandage or Tylenol. Nurse Doe indicated to placing a referral for a doctor. When talking about my request for left knee MRI, she informed Mr. Alvarez that was very hard

to get that approved because the company was to save money and MRI was costly. Two Tylenol was prescribed on site.

221. DFSCS Corizon's scheduling Nurse Doe continuing in his/her failure to schedule Mr. Alvarez for chronic care appointments or sick call slip requests.
222. About three months after requesting medical care for psoriasis, on February 12, 2022 Nurse Doe reviewed Mr. Alvarez's sick call slip, dated December 18 and 31. Nurse Doe admitted having no medicine for it and provided none at such time but if symptoms continuing to inform the correctional officer.
223. To today Mr. Alvarez has not received the Iced-bandage or Tylenol as Mr. Alvarez was told by Nurse Doe on November 23, 2021 when diagnosed Mr. Alvarez's knee as having "fluids."

AW Butler's Personal Participation

224. Upon his numerous and repeated request for treatment being denied, Mr. Alvarez sought intervention and protection from Mr. Butler by informing that his health, safety and welfare poses a continuing treat predicated by the lack of medical treatment and care due to absence of doctors and operational deficiencies at WCI medical center, on:

- (a) June 20, 2019
- (b) January 7, 2020
- (c) June 27, 2020
- (d) July 17, 2020
- (e) October 10, 2020
- (f) December 22 and 27, 2020
- (g) February 22, 2021
- (h) April 15 and 26, 2021
- (i) November 3 and 9, 2021
- (j) December 1, 2021
- (k) February 28, 2022

225. On January 29, 2020 Mr. Butler notified Mr. Alvarez that his request for intervention and

protection were dismissed and indicated to Mr. Alvarez "You will continue to be monitored through the sick call process", on:

- (a) On June 10, 2020 because Mr. Alvarez could purchase allergy medicine at the commissary. WCI-1165-20
- (b) On August 5, 2020 because Mr. Alvarez could purchase allergy medicine at the commissary. WCI-1490-20
- (c) On October 29, 2020 because Mr. Alvarez's complaints of worsening and expanding back pain symptoms were treated with Steroids and because there was no record of x-ray were ordered. WCI-1933-20
- (d) On January 15, 2021 because Mr. Alvarez provided a 2009 medical report to request MRI or EMG nerve test despite having worsening and expanding back pain and appearing not being totally disable with his mobility. WCI-2425-20
- (e) On June 7, 2021 for procedural reasons concluding as repetitive. WCI-0714-21
- (f) On November 10, 2021 for procedural reasons concluding as repetitive. WCI-2094-21
- (g) On December 16, 2021 for procedural reasons concluding as repetitive. WCI-2355-21

226. In addition to AW Butler's continuing dismissal of Mr. Alvarez's multiple request for intervention and protection against the medical Contractors, Mr. Alvarez continued seeking AW Butler protection and intervention for same chronic illness. On January 29, 2020, AW Butler acknowledging there was no doctor working at WCI medical center, neither was scheduled for sick call within the established time frame, nor were all the [medical] issues written on your sick calls addressed and was aware that a lump 0.5 cm. in size was found on Mr. Alvarez's testicles and suffering degenerative joint disease of the spine, Defendant Butler concluded Mr. Alvarez's request for protection and intervention "meritorious in part" and indicated "Medical staff is to be reminded of the importance of following policies, procedures and orders thus ensuring adequate medical care is being provided. You will continue to be monitored through the sick call process."

WCI-0070-20. However, Mr. Butler did not intervene or protect Mr. Alvarez. Medical Contractors continuing to operate deficient at WCI – no doctor, no evaluation, no follow care and delayed basic care was routine normal practice.

- (a) On June 10, 2020, AW Butler admitted Mr. Alvarez "there has been a delay in having you evaluated and scheduled for the Ultrasound. In January you were evaluated for complaints of testicular mass. A consult was placed (and) was not approved. AW Butler indicated that "Medical staff is to be reminded of the importance of following policies, procedures and orders thus ensuring adequate medical care is being provided. You will continue to be monitored through the sick call process." WCI-1164-20. However, Mr. Butler did not intervene or protect Mr. Alvarez. Mr. Butler allowed the Medical Contractors to continue operating deficiently at WCI for years -- no doctor, no evaluation, no follow up care and delayed chronic care are routine normal practice. WCI-1164-20.
- (b) January 12, 2021 AW Butler responded similarly to Mr. Alvarez's grievance relating the same request for intervention and protection. WCI-2390-20.
- (c) March 15, 2021 AW Butler responded similarly to Mr. Alvarez's grievance relating the same request for intervention and protection. WCI-0265-21.
- (d) May 7, 2021 AW Butler responded similarly to Mr. Alvarez's grievance relating the same request for intervention and protection. WCI-0569-21.
- (e) November 30, 2021 AW Butler responded similarly to Mr. Alvarez's grievance relating the same request for intervention and protection. WCI-2038-21.
- (f) December 30, 2021 AW Butler responded similarly to Mr. Alvarez's grievance relating the same request for intervention and protection. WCI-2268-21.
- (g) As of April 13, 2022 AW Butler continue to know that at WCI medical center still having operational deficiency, continuing delayed scheduling with providers referrals after being evaluated for complaints for back pain. "The on-site scheduler has been contacted and you will be scheduled when possible with the provider.

Medical staff is to be reminded of the importance of the following policies, procedures and orders thus ensuring adequate medical care is being provided. You will continue to be monitored through the sick call process. WCI-0372-22. However, Mr. Butler did not intervene or protect Mr. Alvarez. Mr. Butler allowed the Medical Contractors to continue operating deficiently at WCI to today -- no doctor, no evaluation, no follow up care for chronic care patients and delayed basic care is a routine common practice.

- 227. On February 7, 2021, having received hundreds of grievances being filed against WCI medical center with claims of operational deficiency, denial and delayed of medical care, AW Butler announced on the WCI's WCNN local circuit TV, that his office was communicating daily via e-mail with the medical department regarding the operational deficiencies.
- 228. Upon his numerous and repeated request for treatment being denied, Mr. Alvarez sent a letter to the assistance warden, Defendant Butler, on November 16, 2021. Mr. Alvarez discussed his new injury on his left-knee not been treated since October 27, 2022, that his sick calls were unanswered dealing with his back pain and chronic pain.

Dr. Baucom's Personal Participation

- 229. Upon his numerous and repeated requests for treatment being denied, Mr. Alvarez send four letters to the Director Inmate Clinic DPSCS, Sharon Baucom, M.D., on November 16, 2020, on August 9, 2021, on September 8, 2021, and September 24, 2021. Mr. Alvarez discussed his chronic long-standing worsening and expanding back pain condition who is being denied evaluation and proper treatment pursuant to the unconstitutional freeze frame policy. In this letters, Mr. Alvarez specifically requested the following: (1) an approval for recommended MRI or EMG nerve study for back pain; (2) an evaluation by MRI and EMG nerve conducting study because his back pain was worsening and expanding; (3) an evaluation by professional to determine the source of his back pain; (4) a referral to pain management clinic to address the ongoing significant pain related to his back, hip and leg pain; (5) an approval for recommended

testicular lab test AFP and beta-hCG; (6) an evaluation by professional to determine the source of testicular pain; (7) an evaluation by eye care professional to determine the source of his eye problem; (8) an evaluation by professional to determine his prescription eyeglasses; and (9) a revamp of the freeze frame policy because there was no doctor working at WCI.

230. In letters dated February 14, 2020, December 15, 2020, August 20, 2021 and October 22, 2021, and acknowledged by Defendant Dr. Baucom, Mr. Alvarez requested (1) an evaluation for his untreated back pain, testicular lump, eye condition, new knee injury, conditions from WCI medical center; (2) insurance that his health and safety is protected by exercising statutory authority; and (3) to intervene on his behalf due to operational deficiencies denied him medical care. In the letters, Mr. Alvarez stated that Defendants Dr. Getachew, NP Clark and Doctor/Nurse Doe are preventing him from receiving medical treatment by refusing to provide a diagnosis of back pain, knee injury, testicular lump or to send him out to a professional who can render the diagnosis. Mr. Alvarez further stated that there was no qualified medical professional working at WCI medical center. Mr. Alvarez also included a report from Dr. Bajaj stating that "if patient's symptoms worsen or if tingling and numbness expands to some other part of the foot or leg, then further evaluation is needed including MRI of the lumbar spine and EMG nerve conducting study" and a letter from PRISM's medical advisor stating "Your medical provider consider referring you to the on-site orthopedist for a consultation" and "You be referred to pain management to address your ongoing significant pain related to your back, hip and leg" and "Your medical provider consider ordering labs that could identify the presence of testicular cancer; measuring the levels of alpha fetoprotein (AFP) and the beta-subunit of human chorionic gonadotropin (beta-hCG)."

231. On February 14, 2020, December 15, 2020, August 20, 2021 and October 22, 2021, Dr. Baucom responded to the letters Mr. Alvarez had written concerning the ongoing lack of treatment for his chronic conditions, by stating "please do not hesitate to utilize the sick call/ARP process, and let us know."

Corizon's Direct Participation

232. Throughout this period of time, upon his numerous and repeated requests for treatment being denied and numerous and repeated requests for intervention and protection being denied, on February 14, 2020 Corizon responded to a letter Mr. Alvarez's sent to Dr. Baucom; "[Mr.] Alvarez, with history of DJD of the spine presents with complaints of pain in the spine and small movable testicular painful mass. He stated that the testicular mass was felt about 6 months ago and has been increasing in size and becoming painful. When he touches it. A testicular ultrasound consult was written. The provider was patient on 1/27/2020 with no complaints of knee pain, just testicular and spine pain. Alvarez receives ongoing physician and nursing intervention for their condition by requesting to be seen via a sick call request or as part of ongoing chronic care visits conducted each 90 days."

233. Further, on December 15, 2020, Corizon responded to a letter Mr. Alvarez's sent to Dr. Baucom. Basis of Complaint: Mr. Alvarez, you complain of a lower back condition and deliberate denial of needed medical care for a long-standing medical condition that is causing daily excruciating pain and other nerve injuries. You saw Dr. Bajaj at BSH who recommended an MRI of the spine and EMG nerve conducting study in 2009, if the pain or numbness increase. On 10/10/2020 you got out of bed with mild low back pain. Since then, within days the symptoms worsened and became extremely painful to the point I started to pee my pains, unable to sleep, the left hip became numb and painful. His left leg became numb and started to experience Charlie-Horse, and he can barely walk. He cannot sleep because the pain kept him awake. His ankle is also painful.

All the above symptoms then transferred to his right/leg/and ankle. He was given Medrol for 7 days and advised to do stretches. His low back pain has decreased but his feet and left hip continues to cause pain.

He has requested the MRI and EMG as recommended by Dr. Bajaj and no one is trying to assist or provide needed medical care. He complained that the numbness in his feet are decreasing his stability and mobility.

I have conducted a clinical review. In response to the clinical issues presented in your complaint: Mr. Alvarez, you were seen in 2009 by Dr. Bajaj, and was told that if the numbness got worse, they could do an MRI or EMG ...

On 9/26/2020, you saw [Nurse Clark] who documented that you came to her office ambulating while leaning on another person. You sat on the exam table and immediately lay down. You were told you needed to sit up for the exam. You sit up, but has too much pain sitting, so you stood at the end of the exam table, leaning your back towards it. You complained of chronic pain shooting down your leg into your left foot and back again. You feels like a Charlie-Horse in your left leg. On 10/16/2020 you had x-ray of the spine. The results stated: There are mild degenerative changes at multiple levels in the lumbar spine. [Nurse Clark recommended] EMG or MRI not medically indicated at this time. You are able to complete all functioning of hygiene, feeding, moving about the housing unit without assistance.

On 10/24/2020 you were seen by [Nurse Clark] with left and right leg numbness and back pain. You were self-ambulatory and was seen approximately seven days ago for x-ray.

On 11/4/2020 you again saw [Nurse Clark] who documented that you were ambulating and able to climb onto the scale. You were advised to purchase NSAID from the commissary to help with the pain.

You receive ongoing physician and nursing intervention for your condition by requesting to be seen via a sick call request or as part of ongoing chronic care visits conducted each 90 days."

234. On August 20, 2021, Corizon responded to a letter Mr. Alvarez's sent to Dr. Baucom:

Basis of Complaint: Feel you are being denied proper medical care for his sciatic nerve injury, testicular lump and vision. Reports "no providers at WCI."

Corizon responded: "7/16/2009: Report from Dr. Bajaj at BSH for left foot 4th and 5th toe numbness. Impression: normal neuro exam; no deficits; tingling/numbness may be due to local terminal nerve irritation due to tight shoes. No evidence of peroneal palsy. Plan: no further testing needed. Do not wear tight shoes. If symptoms persist or expand to other parts of foot/leg then further eval by EMG or MRI could be considered, currently stable and these studies will not help

anyway.

10/18/2020: Reports to medical for provider visit with above report. Demands MRI. Assessments show no medical indication for MRI.

10/28/2020: x-ray lumbar spine completed. No acute osseous abnormality. Mild DJD in lumbar spine.

12/27/2020: seen by provider for x-ray results. No wearing custom right knee orthosis or left knee sleeve. No medical indication for requested MRI or ortho consult.

6/2/2021: seen by different provider, requesting MRI and ortho consult. Following examination, provider did not see the need for ortho and MRI at this time. Naproxen renewed for pain management. Was wearing knee sleeve/brace to L knee.

6/11/2020: Ultrasound of scrotum which revealed bilateral epididymal cysts and hydroceles. No encounter to validate complaint of being told stop masturbating.

There was a brief period when optometry services were not available onsite but that has since been corrected and you are on the list to be scheduled.

Currently WCI has two full time providers onsite.

Mr. Alvarez, you receive ongoing physician and nursing intervention for your condition by requesting to be seen via a sick call request or as part of ongoing chronic care visits conducted each 90-120 days."

235. On October 22, 2021, Corizon responded to a letter Mr. Alvarez's sent to Dr. Baucom:

Basis of Complaint: Mr. Alvarez, you complained that you have chronic arthritis in your knees, shoulder, low back sciatica pain and a lump in your right testicle. You have been requesting an optometry visit since November 2020. It has been 5 years since you got your eyes checked.

Corizon responded: 6/21/2020 You were evaluated for follow up from testicular ultrasound. Noted to have bilateral epididymal cysts and hydroceles. The provider advised you can purchase Tylenol from commissary for discomfort.

10/18/2020: You were evaluated for foot numbness. Noted to not being wearing custom knee brace. You showed provider report from 2009 and are requesting MRI or EMG. You were

advised this is not indicated and continue use of NSAIDS.

12/27/2020: You were evaluated by provider for complaint of back pain that is relieved by oral steroids. You were advised that you cannot be on this on daily basis. You again requested MRI. You were advised that the x-ray shows arthritis and was educated to continue stretching and continue NSAIDS as needed. It is noted you are able to complete all ADLS independently. You were noted to not be wearing knee brace.

1/28/2021: You were evaluated for back pain, no changes to plan of care.

2/17/2021: You were evaluated for back pain. X-ray shows degenerative joint disease, and you were prescribed Naproxen and Muscle Rub for pain and discomfort. You report doing exercises given to you handout. The provider notes you are not wearing knee brace. You were again advised that MRI not needed at this time.

6/2/2021: The patient was evaluated for ortho and MRI request. The provider advised no need for MRI. Naproxen renewed for pain management. The patient was educated to continue stretching.

He will be added to the list to see the optometrist.

You receive ongoing physician and nursing intervention for your condition by requesting to be seen via a sick call request or as part of ongoing chronic care visits conducted each 90-120 days."

236. In the above quotes Corizon made several representations that were deliberately false and misleading: (1) Mr. Alvarez receives ongoing physician and nursing intervention for his condition; (2) receiving medical care as part of ongoing chronic care visits conducting each 90-120 days. Records proves that there is no "ongoing" physician intervention or "follow up chronic care" visits every 90-120 days by Corizon. Mr. Alvarez's complained "there was no doctors at WCI". AW Butler's investigation supports Mr. Alvarez's position and, in fact, confirmed Corizon's lies and misrepresentations when found "meritorious" Mr. Alvarez's claims against Corizon.
237. Corizon's misrepresentations of a medical report not only mislead correctional officials and Mr.

Alvarez to believe MRI and EMG evaluations are not medically warranted but also these misrepresentations of a material fact caused to perpetuates Mr. Alvarez's agony-- the ongoing denial of a medically recommended treatment for a serious medical condition. Dr. Bajaj's recommendation indicates:

"1. At this time [in 2009] I don't see any need to do further neuro testing. The patient's symptoms in the left foot maybe due to some local nerve ending irritation causing symptoms. Nothing much can done for that. I advised the patient not to wear tight shoes. But if the patient's symptoms worsen or if the patient's tingling and numbness expands to some other part of the foot or leg, then further evaluation is needed including MRI of the lumbar spine and EMG nerve conducting study." Because Mr. Alvarez's back symptoms worsened and numbness and tingling expanded in 2020 to the point Mr. Alvarez could not sleep due to excruciating pain, and losing control of his bladder, *inter alia*, Dr. Bajaj's 2009 order became active. Corizon's misrepresented: "Report from Dr. Bajaj at BSH for left foot 4th and 5th toe numbness. Impression: normal neuro exam, no deficits, tingling/numbness maybe due to local terminal nerve irritation due to tight shoes. No evidence of peroneal palsy. Plan: no further testing needed. Do not wear tight shoes. If symptoms persist or expand to other parts of foot/leg then further eval by EMG or MRI could be considered, currently stable and these studies will not help anyway." (Quotations in original). Dr. Bajaj never said MRI or EMG was to cure or help with the pain or numbness or that the tingling and numbness may be due to local terminal nerve irritation due to wearing tight shoes. Dr. Bajaj ordered the MRI or EMG evaluation because it would help to find the source of Mr. Alvarez's low back pain, tingling and numbness and to determine the best course of action after that, as Dr. Carl's also concurred in his July 9, 2005 opinion.

238. Further, Corizon did not fulfill its legal Contractual obligations by operating at WCI short of staff. There is no doctors and nurses at WCI for the provision of medical care regularly. Inmates, like Mr. Alvarez, with chronic care condition and in needs of specific medical care or

recommendations, could not obtain such benefits because there is no doctor at WCI to signed off his medical orders and recommendations. Thus, Mr. Alvarez has been suffering ongoing pain and mental anguish due to his inability of receiving medical care from a doctor.

239. Corizon maintain a cost-saving policy in Maryland. The cost-saving policy freeze all medical care by not hiring/retaining doctors, nurses and qualified medical professionals at WCI for which Mr. Alvarez's medical care is restricted to even the most basic medical necessity much less a costly medical recommendation or evaluation like MRI or EMG.
240. Corizon has also a "duress" policy. Corizon appointed a "nurse" to be its administrative investigatory officer when inmates file a grievance. The nurse then its placed under duress to investigate his own employer, who not only has a higher medical credentials, but the nurse could not even overturn a negative decision due to lack of credentials even though when a medical need is so serious to the eyes of a lay person. Finally, the duress creates a conflict of interest.

DPSCS/WCI's Direct Participation

241. Allegany County, DPSCS and WCI officials unconstitutionally discriminated against Mr. Alvarez based upon economics in the negligent hiring by considering giving the Contract to the lowest bidder, Corizon, who in turn caused Corizon to implement a cost-saving policy that directly discriminated Mr. Alvarez by denying and delaying medical care because of cost.
242. The statistics underlying Corizon's cost-saving policies and operational deficiency was available to Allegany County, DPSCS and WCI officials upon a reasonable diligent search before hiring.
243. Allegany County, DPSCS and WCI officials knew or should have known that Corizon's Contract was previously terminated due to multiple allegations of operational deficiencies, medical negligence and violation of human rights and civil right of their incarcerated citizens.
244. Despite knowing of Corizon's improper business practice, Allegany County, DPSCS and WCI officials negligently hired Corizon, and continued to employ Corizon after knowing of Corizon's impropriety, negligence, and violations of its Contract stipulations, extended the Contract and

failed to train and supervise them properly.

245. Allegany County, DPSCS and WCI officials knew or should have known of Corizon's long standing improprieties and violations of the Contract stipulations yet deliberately chose to retain their services without taken the necessary steps to ensure its incarcerated citizens were protected.
246. Allegany County, DPSCS and WCI officials negligently allow Corizon to conduct its own grievance investigations.
247. Allegany County, DPSCS and WCI officials implemented a "free-for-all" policy regarding the grievances filed by its incarcerated citizens against its private medical contractors. The free-for-all policy allow Corizon's appointee (a low level medical provider) to investigate complaints against a higher level medical personnel (usually a doctor) for which a low level medical provider is placed under duress and in a conflict of interest among his/her coworkers and thus providing a negative result.
248. Allegany County, DPSCS and WCI officials negligently allow Corizon to conduct its own grievance investigations.
249. Allegany County, DPSCS and WCI officials deliberately failed to protect and intervene when an incarcerated citizen asked for it.
250. Since Corizon's Contract became in effect in 2018 to present, Defendants Dr. Getachew, Dr. Raham, NP Clark, LNP Browning, Doctor/Nurse Doe, Dr. Baucom, and Mr. Butler, each of which responded to sick calls request and letters Mr. Alvarez had written, concerning the ongoing lack of treatment and requests for protection and intervention, for his chronic care illness, by stating that medical staff is to be reminded of the importance of following policies, procedures and orders thus ensuring adequate medical care is being provided. You will continue to be monitored through the sick call process.
251. Drs. Getachew, Raham, Baucom, and Mr. Butler did not comply with Mr. Alvarez's request, but responded they would support whatever course of action was recommended but because there is no doctor working at WCI, no qualified medical provider could or would recommend the needed treatment or evaluation.

252. Defendant Getachew, Raham and Baucom has implemented, condoned, and ratified the customs and practice within DPSCS of denying medically necessary treatment for chronic care patients, including MRI and EMG nerve conducting study, fetoprotein (AFP) and beta-hCG blood exam for testicular lump, renewal of prescription medicines, including Mr. Alvarez, pursuant to DPSCS's "freeze-frame" policy.

253. Defendants Getachew, Raham and Baucom has also implemented, condoned, and ratified the custom and practice of denying inmates like Mr. Alvarez other forms of medically necessary treatment for back pain, testicular lump and eye problems.

254. Defendant Getachew, Raham, and Baucom has furthermore failed to train and supervise DPSCS employees and agents with respect to the proper provision of medically necessary treatment for herniated disk, testicular lump, eye-vision problems, and chronic care follow ups, despite knowing that chronic care patients like Mr. Alvarez has a serious medical need and that failing to train and supervise staff with respect to the provision of medically necessary treatment for his serious medical need places inmates like Mr. Alvarez at substantial risk of physical and mental harm. Defendants Getachew, Raham and Baucom are among these responsible for denying Mr. Alvarez medically necessary care and are sued in his/her official capacity.

CLAIMS FOR RELIEF

Count I

Refusal to Provide Medically Necessary Care in Violation
Of The Eighth and Fourteenth Amendments- Section 1983 and
Article 24 of the Maryland Declaration of Rights
(Against All Defendants)

255. Mr. Alvarez incorporates paragraphs 1 through 254 as though fully set forth herein.

256. At all relevant times, Defendants knew that Mr. Alvarez has a chronic herniated disk degenerative bone disease, testicular lump, left knee injury, eye-vision complications, arthritis in both knees, individually or in combination, a serious medical need that jeopardizes an individual's physical health and mental well-being when not properly and timely treated.

257. Defendants knew that the medically accepted standards for the treatment of herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies and chronic care status patients are the Standard of Care, and that MRI, EMG, chiropractic therapy, chronic care pain management clinic, back's surgeon specialist consult, blood lab test, and ongoing follow up care, are medically necessary treatment for Mr. Alvarez's chronic conditions.

258. Defendants knew that denying Mr. Alvarez MRI, EMG nerve conducting study, AFP and beta-hCG blood test, orthopedic care, and allergies medicines placed him at substantial risk of serious harm, including permanent physical injuries, depression, anxiety, mental impairment, physical harm and pain.

259. Despite this knowledge and despite Mr. Alvarez's repeated request for care, intervention and protection, Defendants, while acting under color of state law, have refused to provide Mr. Alvarez with the medically necessary treatment for his chronic herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies and chronic care status patients, in deliberate indifference to his serious medical needs, and in violation of the rights guaranteed to Mr. Alvarez by the Eighth and Fourteenth Amendment to the Constitution of the United States, 42 U.S.C. § 1983.

260. Each of the Defendants has also implemented, condoned, ratified, followed, and/or enforced, and continues to implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law, of refusing requests to initiate appropriate and effective chronic care treatment, irrespective of an inmate's medical need, and knowing that this inadequate care placed Mr. Alvarez at substantial risk of further mental and physical distress.

261. Each of the Defendants has failed and continues to fail to train and supervise DPSCS and/or WCI staff with respect to the proper provision of medically necessary treatment for herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies and chronic care status patients, despite knowing herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies is a serious medical need and that failing to train and supervise staff with respect to the provision of medically necessary treatment for this serious medical need places

inmate like Mr. Alvarez at substantial risk of serious mental and physical harm.

262. To today, Defendants' continuing denial of medically necessary care has caused irreparable harm to Mr. Alvarez, including severe anxiety, distress and bronchitis
263. Each of the Defendants disregarded, and continues to disregard the known or obvious consequences of their actions and inaction's, as set forth herein, resulting in a serious harm to Mr. Alvarez.
264. By failing to provide Mr. Alvarez with effective diagnosis and treatment for herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies while incarcerated, Defendants deprived Mr. Alvarez of his right to medically necessary treatment guaranteed by the Eighth and Fourteenth Amendments of the United States Constitution, 42 U.S.C § 1983 and Article 24 of the Maryland Declaration of Rights.

Count II

Violation of Plaintiff's Civil Rights for Failure to Properly Train and Supervise - Section 1983 (Against All Defendants)

265. Mr. Alvarez incorporated herein by reference the allegations contained in paragraphs 1- 264.
266. Defendants Getachew, Raham, and Baucom, individually, and on behalf of DPSCS, Corizon, and WCI failed to properly train and supervise Defendants Clark, Browning and Buttler.
267. Defendants Getachew, Rahman and Baucom had both actual and constructive knowledge that medical givers and correctional officials, including Defendants Clark, Browning and Buttler, had been refusing to provide inmates, including Mr. Alvarez, the necessary medical treatment for herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies, in violation of DPSCS Medical Evaluation Manual.
268. Defendants Getachew, Rahman and Baucom had both actual and constructive knowledge that Defendants Clark, Browning and Buttler, had violated policies within the DPSCS Medical Evaluation Manual.
269. Defendants Getachew, Rahman and Baucom had both actual and constructive knowledge that

Defendants Clark, Browning and Buttler were not disciplined for their failure to treat, intervene and protect Mr. Alvarez.

270. Defendants Baucom, Rahman, and Browning had actual and constructive knowledge from Mr. Alvarez's numerous complaints and meetings that Defendants Getachew, Clark and Buttler failed to have performed their duties and failed to provide Mr. Alvarez the necessary medical treatments and protection for his welfare and safety for his chronic conditions.
271. As a direct and proximate result of Defendants Baucom, Rahman and Browning and their failure to properly train and supervise Defendants Getachew, Clark and Buttler, Mr. Alvarez was exposed to ongoing harm from, among other things:
 - (a) The refusal to provide Mr. Alvarez with the necessary treatment for his chronic conditions (herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies), in deliberate indifference to his serious medical needs despite knowledge that Mr. Alvarez suffered from chronic conditions and knowledge that such ailments, if untreated could cause serious irreparable physical harm and mental health issues, and despite Mr. Alvarez's repeated request for care, intervention and protection, Defendants, while acting under color of state law.
 - (b) The implementation, condoning, ratifying, following, and/or enforcing, and continuing to implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law, of refusing requests to initiate appropriate and effective herniated disk, sciatica, testicular lump, knee injury, eye condition, seasonal allergies treatment, irrespective of an Mr. Alvarez's medical needs, and knowing that this inadequate care placed Mr. Alvarez at substantial risk of further mental and physical distress.
271. Mr. Alvarez filed numerous complaints with the DPSCS, Buttler, Baucom, Clark, Browning, Getachew, and Rahman.
272. These complaints were ignored by DPSCS, Getachew, Buttler, Baucom, Clark, Browning, and Rahman.
273. Defendants Buttler, Baucom, Rahman, DPSCS, Corizon, and WCI's failure to properly train and supervise Defendants Getachew, Clark and Browning amounts to deliberate indifference in violation of Mr. Alvarez's civil rights.

274. Defendants Baucom, Getachew, Butler, Raham are persons in the decision making chain whose indifference to properly train or supervise their subordinates or correct their subordinates' misconduct permitted the constitutional abuses to continue unchecked.

275. Defendants Baucom, Getachew, Butler, Raham, Clark, Browning, DPSCS, and Corizon's actions were without justification and in violation of the rights guaranteed to Mr. Alvarez by the Eighth and Fourteenth Amendment to the Constitution of the United States, 42, U.S.C. § 1983 and Article 24 of the Maryland Declaration of Rights.

Count III

Violation of Plaintiff's Civil Rights for Failure to Intervene
And Protect - Section 1983
(Against All Defendants)

276. Mr. Alvarez incorporates herein by reference the allegations contained paragraphs 1-274.

277. Defendants DPSCS, Baucom and Butler had actual and constructive knowledge that Mr. Alvarez, while incarcerated, has a constitutional and statutory right to be protected and receive medical care under their custody and control.

278. Defendants DPSCS, Baucom, and Butler had actual and constructive knowledge that Mr. Alvarez, while incarcerated, has requested for intervention and protection from Corizon and its agents.

279. Defendants DPSCS, Baucom and Butler intentionally caused and continued to cause Mr. Alvarez pain and suffering and possibly death by recklessly exposing Mr. Alvarez to a dangerous condition of confinement when allow its medical contractor, Corizon and agents, to operate deficient at WCI medical center without doctors or qualified medical personnel and without taken the necessary steps to intervene and protect its incarcerated citizens, including Mr. Alvarez.

280. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge that Defendant Corizon, Getachew and Raham had violated policies within the DPSCS Medical Evaluation Manual and the medical Contract, and yet, failed to intervene and protect Mr. Alvarez when he so requested.

281. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge that

Defendants Corizon, Getachew, Raham did not hire and retain doctors to work at WCI medical center and/or continuously operate deficient.

282. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge from Mr. Alvarez's numerous complaints and letters that Defendant Corizon, Getachew and Raham failed to have performed and/or comply with their contractual duties.

283. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge that Defendant Corizon, Getachew and Raham were not retaining and hiring doctors or qualified medical personnel to work at WCI medical center thus creating a dangerous condition of confinement for their incarcerated citizens, including Mr. Alvarez, and correctional employees.

284. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge that Defendant Corizon, Getachew and Raham were actively violating Mr. Alvarez's constitutional and human rights for years despite having a reasonable opportunity to intervene and protect Mr. Alvarez's health but chooses not to act.

285. Defendants DPSCS, Baucom and Butler had both actual and constructive knowledge from other inmates, including Mr. Alvarez, that Corizon's operational deficiencies denied statutory and constitutional medical care thus posing a continual threat to inmates, including Mr. Alvarez's, health, safety and welfare and, yet, failed to intervene and protect Mr. Alvarez's health and safety, Mr. Alvarez was exposed to harm from, among other things:

(a) The refusal to hire, retain and operate with doctors at WCI medical center because the absence of doctors not only freeze all medical care for Mr. Alvarez but prevents Mr. Alvarez from receiving any medical care, evaluation and medically recommended care for serious chronic care injuries and knowledge that such an ailment, if untreated by a doctor could cause irreparable physical and mental health harm, and despite Mr. Alvarez's repeated request for intervention and protection, Defendants, while acting under color of law.

(b) The tacit authorization of medical Contractor's misconduct posed a pervasive and unreasonable risk of constitutional injury to citizens like the Plaintiff and DPSCS, Baucom, and Butler's response to that knowledge was so inadequate as to manifest deliberate indifference to or tacit authorization of the offensive practices. As a result, Mr. Alvarez has suffered and continues to suffer physical injuries, pain and

suffering as well mental distress.

286. By failing to intervene and protect Mr. Alvarez from people who Mr. Alvarez did not have control or supervision, Defendants DPSCS, Baucorn and Butler deprived Mr. Alvarez of his right to be protected guaranteed by the Eighth and Fourteenth Amendment of the United States Constitution, 42 U.S.C. § 1983.

Count IV

Intentional Infliction of Emotional Distress (Against All Defendants)

287. Mr. Alvarez incorporates herein by reference the allegations contained paragraphs 1-286.

288. Defendants intentionally caused emotional distress to Mr. Alvarez by their extreme, reckless and outrageous conduct, including but not limited to:

- (a) Refusing to provide Mr. Alvarez with medically necessary treatment for his testicular lump, herniated disk, sciatica, knee injury, eye-care, seasonal allergy, arthritis, in deliberate indifference to his serious medical needs despite knowledge that Mr. Alvarez suffered testicular lump, herniated disk, sciatica, knee injury, eye-care, seasonal allergy, arthritis and knowledge that such ailment, if untreated could cause serious physical, mental health issues and may be death, and despite Mr. Alvarez's repeated requests for care and protection, Defendants, while acting under color of state law.
- (b) Implementing, condoning, ratifying, and/or enforcing and continuing to implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law, of refusing request to initiate appropriate and effective medical evaluations or provide medically recommended test or evaluations, irrespective of Mr. Alvarez's medical needs, and knowledge that this inadequate care placed Mr. Alvarez at substantial risk of further mental and physical distress.
- (c) Failing and condoning to fail to train and supervise DPSCS, Corizon and/or WCI staff with respect to the proper provision of medically necessary treatment for testicular lump, herniated disk, sciatica, knee injury, eye-care, seasonal allergy, arthritis, despite knowing that the named chronic conditions are, individually or in combination, a serious medical need and that failing to train and supervise staff with respect to the provision of medically necessary treatment for this serious

medical needs places inmates like Mr. Alvarez at substantial risk of serious mental and physical harm.

289. Defendants were motivated by ill-will, hatred and evil intent and their actions were malicious, unnecessary, willful, wanton and in complete disregard for Mr. Alvarez's rights, safety and welfare.
290. As a direct and proximate result of Defendants' actions, Mr. Alvarez experienced severe psychological and physical complications due to Defendants' refusal to accept his previous diagnosis or diagnose him for herniated disk, testicular cancer, arthritis, and he has exhibited deteriorated physical manifestations due to this refusal, including panic attacks, anxiety, racing heartbeat, shortness of breath, sleep disturbance, lack of appetite, new meniscus injuries, eye-irritation, headache, embarrassment and chronic bronchitis.

Count V

Discrimination Against a Protective Class - Section 1983 (Against All Defendants)

291. Mr. Alvarez incorporates herein by reference the allegations contained in paragraph 1-290.
292. Mr. Alvarez, a member of the imprisoned class, is a direct recipient and beneficiary of the medical Contract benefits between the State of Maryland and Corizon. Thus while incarcerated, Mr. Alvarez relied on Corizon to provide him medical care through qualified medical professionals, including doctors, in a timely and efficient manner.
293. Defendants Baucorn, Butler, Getachew, Rahman, Clark, Browning, Doctor/Nurse Doe and on behalf of DPSCS, WCI and Corizon unconstitutionally discriminates its incarcerated citizens, including Mr. Alvarez, based upon economics in its malicious, unnecessary and willful consideration in contracting the lowers bitter, Corizon, knowingly that a for-profit company's priority is to save cost of medical care. As a result to a cost-saving policy, Mr. Alvarez has been subjected to discriminatory acts by Corizon, its agents, employees, and servants within the provision of medical services. For example, DPSCS and Corizon's policy to save money consist in unreasonable refusal to hire and retain full time doctors to work at WCI medical center.

Without doctors, inmates could not get basic medical care, such as medication refills, evaluation and care for serious medical conditions, which in turn save cost. DPSCS and Corizon allows inmates to see a doctor *only* when the inmate's life is at risk of dying or inmate's health condition is so critically serious as to a lay person would recognize.

294. Mr. Alvarez, who's medical conditions are not of dying but medically serious enough for two doctors, Drs. Bajaj and Carls, to recommend *if* symptoms worsen or expanded, then, further orthopedic and nerve care is needed by a spinal surgeon. However, Defendants discriminates against Mr. Alvarez because of his status: he is able to move and is not dying.
295. Defendants Baucom, Getachew, Rahman, Clark, Browning, Butler, individually, and on behalf of DPSCS and WCI with actual and constructive knowledge that Defendant Corizon, through its employees, agents, servants' discriminatory acts against Mr. Alvarez, Corizon and DPSCS with deliberate indifference, discriminated against Mr. Alvarez by denying him the equal opportunity to be medically evaluated by a qualified medical professional or received recommended medical care.
296. As part of the agreement, Corizon promised to provide "all inmates will have unimpeded access to all health care services at the facility ... timely medical/dental care at the appropriate level of service," to cement it's Contract[ual] duty. That it's not true.
297. As a proximate result of discriminatory acts and policies by Corizon, Mr. Alvarez was discriminated against and suffered unnecessary pain and suffering and possible irreversible health condition predicated by DPSCS and Corizon's intentional cost-saving policy that intentionally prevents Mr. Alvarez from receiving medical care for serious chronic care conditions. Thus, Mr. Alvarez suffered and continued to suffer the consequences of being unable to be medically evaluated and obtain medical care for which he sustain substantial physical and mental injuries. Those deprivation of human rights are directly attributable to the discriminatory acts of the Defendants and it's policies.

298. Mr. Alvarez incorporates herein by reference the allegations contained in paragraphs 1-297.
299. DPSCS, and WCI, through the County of Allegany, Maryland, negligently hired Corizon Health, continued to employ Corizon and renew its Contract with Corizon with a more lucrative incentive despite receiving hundreds of thousand of complaints from its incarcerated citizens, including Mr. Alvarez, about Corizon's improprieties and failed to used ordinary care in oversight and supervision, which caused and continue to cause suffering, pain and permanent injuries to its incarcerated citizens, including Mr. Alvarez.
300. At the time DPSCS hired Corizon, DPSCS and WCI knew or should have known about Corizon's previous termination for cause of its Contract records whereat DPSCS and WCI considered Corizon's negligence, operational deficiencies, cost-saving policies, and shortage of staff was, primarily, the cause for Corizon's previous termination.
301. At the time DPSCS hired Corizon, Defendants knew or should have known about Corizon's role in its nationwide operational deficiencies, negligence with the provision of medical care to inmates, cost-saving policies, shortage of staff and incompetency by inherent unfitness or previous specific acts of negligence from which incompetence may be inferred and continued to employ Corizon and failed to train and supervise Corizon properly.
302. The negligent hiring caused by the recklessness, negligence and carelessness of the Defendants, for that amount other acts and omissions DPSCS and WCI:
- (a) failed to enforce Corizon with provision of unimpeded access to health care services to it's incarcerated citizens, including Mr. Alvarez;
 - (b) failed to supervise Corizon and ensure that Corizon meet the applicable Standards of Care as set by International Standards, industry best practices, State of Maryland's Standard governing provision of medical care, and such standards stated by Corizon's own documents;

- (c) failed to supervise and ensure Corizon promptly provide its inmates, including Mr. Alvarez, with vital medications;
- (d) failed to ensure Corizon remedy the problems with great number of physicians vacancies;
- (e) failed to ensure Corizon remedy its inmates difficulty in obtaining appointments with primary physicians;
- (f) failed to ensure Corizon remedy the difficulties of its inmates in obtaining referrals with specialist and follow ups chronic care;
- (g) failed to ensure Corizon did not create artificial administrative barriers, which prevents inmates like Mr. Alvarez from receiving medical care he needed.

303. As a direct and proximate result of the negligent hiring and carelessness of the Defendants DPSCS, through Corizon, Mr. Alvarez:

- (a) Suffered and continue to suffer various injuries, including physical pain, emotional pain and anguish, emotional distress and concomitant physical repercussions due to Corizon's refusal to provide Mr. Alvarez with the medically necessary treatment for his herniated disk, sciatica, testicular lump pain, new knee injury, optomologist eye-care and chronic care follow ups, in deliberate indifference to his serious medical needs, despite knowledge that such ailments, if untreated could cause serious physical and mental health issues; and despite Mr. Alvarez's repeated request for care, Defendants, while acting under color of state law.
- (b) Was, is and will be required to undergo medical treatment and to incur medical cost and expenses in order to alleviate his injuries, pain and suffering due to condoning the specific negligent acts on which the action is founded; continuing to condone the incompetency by inherent unfitness or previous specific acts of negligence from which incompetency may be inferred, recklessly ignore either actual notice of Corizon's unfitness or bad habits, or constructive notice of Corizon's nationwide incompetency, could have known the facts had they use ordinary care in oversight

and supervision.

- (c) And otherwise was hurt, continuing to be hurt and injured.

- 304. All of the losses of the Plaintiff were, are and will be due solely to and by reasons of the careless and negligent hiring of the Defendant, Corizon, through its agents, employees, or servants, without any negligence or want of due care on the Plaintiff's part contributing thereto and the Plaintiff claims compensatory damages.
- 305. Defendants DPSCS, WCI and County of Allegany's actions were without justification and in violation of the rights guaranteed to Mr. Alvarez by the Eighth and Fourteenth Amendment of the United States Constitution, 42 U.S.C. § 1983 and Article 24 of the Maryland Declaration of Rights.

Count VII.

Ongoing Violation of Plaintiff's Civil Rights by
Ongoing Denying Medical Care And Evaluation - Section 1983
(Against All Defendants)

- 306. Mr. Alvarez incorporates paragraphs 1 through 305 as though fully set forth herein.
- 307. At all relevant times, Defendants knew that Mr. Alvarez has been requesting ongoing medical care for chronic and serious medical needs: herniated disk, sciatica, degenerative bone disease, testicular lump, left knee injury, eye-vision degenerative complications, arthritis in both knees, seasonal allergies via sick call, each of which, individually or in combination, are a serious medical need.
- 308. Defendants DPSCS, WCI, Baucom, and Butler had actual and constructive knowledge that Defendants Corizon, Getachew, Rahman, Clark, and Browning were operating WCI medical center deficient and shortage of staff which caused and continue to cause ongoing denial of medical care by failure to schedule, including Mr. Alvarez; for sick-calls and chronic care consultations for which DPSCS, WCI and Corizon keep ongoing denying medical care and evaluation due operational failures and shortage of staff at WCI.
- 308. Defendants DPSCS, WCI, Baucom, and Butler had actual and constructive knowledge that Mr. Alvarez, while incarcerated, has requested for intervention and protection from Corizon and its

agents due Defendants Corizon, Getachew, Rahman, Clark, and Browning keep ongoing denying medical care and evaluation primarily due operational deficiencies and shortage of staff which predicated a freeze-frame policy due to cost-saving customary practices.

309. Defendants DPSCS, WCI, Baucom, and Butler intentionally caused and continue to cause Mr. Alvarez pain and suffering and possibly death by recklessly exposing Mr. Alvarez to unsafe condition of confinement by refusing to protect and provide Mr. Alvarez with medically necessary treatment and evaluation for, testicular (cancer) lump, herniated disk, sciatica, evaluation for new knee injury, eye-care, seasonal allergies, arthritis, in deliberate indifference to his serious medical needs despite knowledge that Mr. Alvarez is ongoing suffering herniated disk pain, sciatica pain, testicular pain, arthritis pain, seasonal allergies upgraded to bronchitis for failing to renew his allergy medicines and acknowledge that such ailment, if untreated could cause serious physical, and mental health issues despite Mr. Alvarez's repeated requests for care and protection, Defendants, while acting under color of law.
310. Defendants DPSCS, WCI, Baucom, and Butler intentionally caused and continue to cause Mr. Alvarez pain and suffering and possibly death by recklessly implementing, condoning, ratifying, and/or enforcing and continuing to implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law, of refusing request to initiate appropriate and effective medical evaluations or provide medically recommended test or evaluations, irrespective of Mr. Alvarez's medical needs, and knowledge that this inadequate care placed Mr. Alvarez at substantial risk of further physical harm and mental distress.
311. Defendants DPSCS, WCI, Baucom, and Butler intentionally caused and continue to cause Mr. Alvarez pain and suffering and possibly death by the tacit authorization of Corizon's misconduct posing a pervasive and unreasonable risk of constitutional injury to citizens like Mr. Alvarez and DPSCS, WCI, Baucom, and Butler's response to that knowledge was so inadequate as to manifest deliberate indifference to or tacit authorization of the offensive practices. As a result, Mr. Alvarez has suffered and continues to suffer physical injuries, pain and suffering as well mental distress.


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PRAYER FOR RELIEF

WHEREFORE, Mr. Alvarez respectfully requests that this Court enter judgment:

- A. Declaring that all named Defendants' refusal to provide Mr. Alvarez medically necessary care related to all chronic medical conditions and injuries named herein violates the Eighth Amendment to the United States Constitution and Article 24 of the Maryland Declaration of Rights;
- B. Declaring that all named Defendants' were negligently in the provision of medical care to Mr. Alvarez and violates the common laws and Article 24 of the Maryland Declaration of Rights;
- C. Damages in the amount of seven million dollars (\$ 7,000,000);
- D. Punitive damages in the amount of Tow-Hundred Fifty Thousand Dollars (\$ 250,000);
- E. Awarding Mr. Alvarez cost, expenses, and reasonable attorney's fee if appointed counsel pursuant to 42 U.S.C. § 1998 and other applicable laws; and
- F. Grant any other and further relief as the Court deems just and proper.

Date: Sept. 12, 2022


Brian Alvarez
WCI No. 257455
13800 McMullen Hwy SW
Cumberland, Maryland 21502

Plaintiff pro-se

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that September 12, 2022, one copy of the foregoing Complaint, Section 1983, Exhibits and Plaintiff's Declaration with Attachments was mailed, first-class mail, postage prepaid to Felicia C. Cannon, Clerk of the Court, United States District Court, 101 W. Lombard St. Baltimore, MD 21201 and one copy of same to:

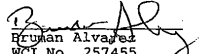
STEPHANIE LANE-WELER,
Office of the Attorney General
200 Saint Paul Place
Baltimore, MD 21202

and

Corporation Trust, Inc.
2405 York Rd.
Lutherville Timonium, MD 21093

Counsels for the named Defendants.

Respectfully yours,


Bruman Alvarez
WCI No. 257455
13800 McMullen HWY SW
Cumberland, MD 21502

Pro-se Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

BRUMAN ALVAREZ

*

Plaintiff

*

vs.

*

Civil No.: 1:22-cv-02383-GLR

CORIZON HEALTH, Inc., et al

*

Defendants

*

* * * * *

PLAINTIFF'S DECLARATION UNDER OATH

I, Bruman Alvarez, am competent to make the following declaration based on personal knowledge of the facts set forth herein and hereby affirm under the penalties of perjury that the following are true and correct:

1. I am an incarcerated citizen who is presently under the custody of the Department of Public Safety and Correctional Services ("DPSCS"), housed at Western Correctional Institution ("WCI"), Allegany County, Maryland.

2. I am 47 years old, Hispanic male, suffering from severe chronic illness: diagnosed with arthritis in both knees for which I been experiencing ongoing pain and stiffness since 2008. From 2009 to 2015 I have been experiencing mild-lower back pains after slipping and falling in 2009. In 2015 lower back symptoms has have been worsening and was diagnosed as suffering from herniated disk and sciatica. Since 2020 my herniated disk and sciatica symptoms has have been worsening: daily razor sharp needle pains that travels down to my left leg/foot with numbness in my toe 4 and 5. The pain sometimes is hot when laying in my bed and my

left side hip gets numb almost immediately. If I did not stretch my left leg I gets exruciating pain like Charlie Horse type and my leg gets very stiff, this last for long time and sometimes happened at night which prevents my sleep. Sometimes the pain is so intense that I have pissed myself. I suffer from debilitating eye-condition that require prescription eyeglasses by optomology doctor. My eye sight is worsening too. It is hard to see long distances and when wearing my six years old prescription eye glasses I suffer head ache. I'm suffering from seasonal allergies too. I require ongoing allergy medicine treatment since early 2000. After a self-exam I discovered a hard pea-size-lump only on my right testicle. Recently, I was kicked in my left side knee due to an altercation, my knee became swollen, bruised and it felts like the muscle is detached from the bone when do-normal things like walking, squatting to tie my shoe, bending the knee.

3. I have been requesting medical care for my chronic injuries and or new injuries.

4. It is almost impossible to receive any medical treatment here at WCI because there is no doctor working at the medical unit. When submitting a sick call request to have a refill of my allergy medicines, or request to be treated for my herniated disk and sciatica pain, or testicle lump (chronic conditions) it passes weeks or months before I am scheduled. Usually my sick call is handled by a nurse. When the nurse sees my sick call request needs, the nurse indicates that she did not have the qualifications to prescribe medicine (pain) or order an MRI test and tells me a referral was done for a doctor consult. Then, I

have to wait weeks and months to find out there is no doctor working at WCI. After not being seen by a doctor I am forced to filed more sick call requests asking and begging to be medically treated for my chronic conditions and/or renew my prescription medicines but because only a doctor or doctor's credential could do it I go without care for weeks or months until the medical contractor is forced to answer my grievance's complaints. Then, my medicines are mysteriously refilled without seen a doctor or I am scheduled to see a different nurse where I am told again I am placed on the list to be seen by the doctor. This process is customary. The nurses keep bouncing me back in forth and without a doctor's care I could not be properly evaluated or treated. This customary practices causes me a lot of stress, anger, terror, embarrassment, anxiety, depression, mental anguish, fear, pain and suffering because I am subjected to unnecessary suffering and debilitating my health because I am not medically evaluated (or the medical contractor refused to accept the diagnosis by Drs. Barrera, Bajaj, and Carls) and provided needed medical care for serious medical conditions like herniated disk, sciatica, testicular lump that could be cancerous, arthritis.

5. I have informed the correctional officials about Corizon's operational deficiencies and lack of care I am subjected to as a result. My grievances, although many has have been found "meritorious in part", the correctional officials has done nothing to protect my health, safety and welfare despite I have requested in numerous occasion their intervention.

6. I have done all that is in my power and control to

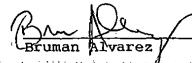
obtain medical care. I contacted PRISM (Prisoner's Right Information System of Maryland) asking for their advocacy with regards my medical care. PRISM's medical advisor was kind enough to review my medical records and recommended "consultation with the orthopedist and pain management" and "blood testing to rule out the possibility of testicular cancer" and informed "Such testing is simple diagnosis tool that will ensure your health and provide you with peace of mind." See Attachment A. After learning that non Corizon's employees were trying to help me obtain medical care, Corizon's employees treated me indifferent, belligerent and refused to follow PRISM's recommendations and told me the testicular lump was the result of masturbating to much and told to stop it. Important note, I never even discussed my sexual habits with the nurse.

7. Because there is no doctor providing medical care to WCI's inmate population I could received medical care or obtain renewal of my medicines regularly unless I am totally disable or literally dying. As a result, on May 24, 2022, of not obtaining renewal of my allergy medicines despite so requested numerous time, I was taken to the ER at Western Medical Center Hospital via 911 after experiencing shortage of breath and cough green matter a lot and my lungs making a very bad sound. At WMCH was diagnosed as suffering from "bronchitis". The doctor informed that it could have been prevented if my allergy was treated timely. Was informed that bronchitis is a long life pulmonary disease requiring the usage of inhaler named "Albuterol HFA". My inhaler prescription ran out and after submitting sick call

request asking to see a doctor to get my inhaler prescription renewed, my requests were ignored because there is no doctor working at WCI medical center. With the help of my tier officer I got my inhaler prescription renewed without me seen a doctor. This customs, practices or policy are ongoing.

8. Presently, I am terrifying of dying. I believe that I have cancer in my testicles and it would kill me. I have members of my family with history of it and had died of cancer. Also, I am suffering respiratory complications due to bronchitis. I felt like I am suffocating and not having an inhaler to help me. In addition, I am experiencing daily pain because of my untreated herniated disk, sciatica, numbness and arthritis. All of this is because the medical contractor did not have a doctor working full time at WCI medical center.

I DECLARE UNDER the penalty of perjury that the foregoing is true and correct.


Bruman Alvarez

9/8/22
Date

Shameka

HARJIT S. BAJAJ, M.D. (NEUROLOGY, EEG, EMG)
BOARD CERTIFIED
Neuro Diagnostic Center, P.A.

BAITIMORE
3455 Wilkens Ave.
Suite 301
Baltimore, MD 21229
410-644-2362
Fax: 410-644-2316

GLEN BURNE
325 Hospital Dr.
Suite 104
Glen Burnie, MD 21061
410-766-7303
Fax: 410-766-4243

BON SECOURS ROSE
2nd Floor Cardiology
2000 W. Baltimore St.
Baltimore, MD 21223
410-362-3033
Fax: 410-362-3437

INITIAL NEUROLOGICAL EVALUATION
ALVAREZ, BRUMAN (DOC257455)
July 16, 2009
REFERRED BY: Department of Corrections

CHIEF COMPLAINT: Numbness in 4th and 5th toes of the left foot.

HISTORY OF PRESENT ILLNESS: This 34 year old right handed Hispanic male is here in my office because of tingling, numbness in the 4th and 5th toes of the left foot. He said he sometimes has back pains. But the back pains are not referred to the left leg or foot. He has local back pains and also has some local numbness in the 4th and 5th fingers of the left foot. He also has a history of knee joint problems recently. He had a surgery done in the left knee also. He always has pains around the left knee area. But his main issue for coming to a neurology consultation is because of numbness in the 4th and 5th toes of the left foot and also back pains. No history of injury or fall. He denied any weakness. He walks fine. He said he does not have referred pain referred back to the left leg. No urinary symptoms.

PAST MEDICAL HISTORY: Not significant.

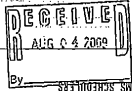
CURRENT MEDICATIONS: None.

SMOKING: None.

ALCOHOL: None.

ALLERGIES: None.

PHYSICAL EXAMINATION: The patient is awake. He is oriented to time, place and person. Speech is normal. Comprehension is normal. Pupils: 2-3 mm reactive symmetrically. Eyes are moving in all directions. Face is symmetrical. Uvula is midline. Tongue is midline. Palate is lifted upwards symmetrically. Motor: 5/5 strength noted in all four extremities. Sensory examination is normal to light touch, pin pricks, and proprioception. Reflexes: 2+ symmetrical biceps, triceps, ankle and knee jerks. Both toes are downgoing. Neck is supple. Straight leg raising test is also normal on both sides.



10:05 AM
AUG 4 2009 2:35 PM
BY: [Signature]

NO 189 8 1/2

ALVAREZ, BRUMAN (DOC257455)
Initial Neurological Evaluation
July 16, 2009
(cont'd)

I was told the patient had a lumbar spine x-ray done. The patient does not remember the results.

IMPRESSION:

- 1. Normal neurological examination. My examination neurologically did not show any neuro deficits. I did not see any signs of acute lumbar radiculopathy on the left side on the clinical grounds. The patient has some tingling and numbness on the left 4th and 5th toes. Examination didn't show any deficit and this tingling and numbness of the 4th and 5th toes maybe due to some local nerve terminal irritation due to tight shoes. But these symptoms are not the sign of any pinched nerve at the back. I also did not see any evidence of peroneal nerve palsy. No signs of neuropathy. My neurological examination is completely normal.

RECOMMENDATION:

- 1. At this time I don't see any need to do further neuro testing. The patient's symptoms in the left foot maybe due to some local nerve endings irritation causing symptoms. Nothing much can be done for that. I advised the patient not to wear tight shoes. But if the patient's symptoms worsen or if the patient's tingling and numbness expands to some other part of the foot or leg, then further evaluation is needed including MRI of the lumbar spine and EMG nerve conduction study. But at this time the patient is stable and I don't think that MRI of the lumbar spine and EMG at this time will help in anyway.

Harjit S. Bajaj, M.D. *[Signature]*

NO 189 8 2/2

AUG 4 2009 2:35 PM

SITE: WCI
 COMPLETED BY: Robustiano Barrera, MD 06/25/2015 7:40 AM

ALVAREZ, Bruman ID# 257455

OFFICE NOTE: July 9, 2015

Bruman is coming in today for a new complaint. He notes that his back pain has recurred. He had it initially back in 2008 noting that he had some shooting pains down his left leg and back pain and he points to the central aspect of his low lumbar spine. He notes that pain has come back; he has been trying to do some stretching exercises that he learned years ago which does help somewhat. He does have numbness, tingling, and some burning sensations in his lateral left 2 toes as well as down his posterior and lateral thigh. He notes in certain positions that he gets in the pain shoots down these areas. He notes he had been on some medication and from his chart it appears that he most likely was on Neurontin; he is unsure exactly but in his chart this is what it notes. He is coming in for evaluation for this.

PHYSICAL EXAMINATION: Reveals that he does point to the central aspect of his lower lumbar spine in the area of S1-L5. He does have a positive straight leg test with pain that radiates down his left leg and his left lateral 2 toes have altered sensation. His strength is grossly 5/5 throughout.

DIAGNOSTIC STUDY: No x-rays were taken today.

ASSESSMENT: Likely this represents radicular symptoms from lumbar disc disease specifically in the lower lumbar spine most likely the L5-S1 inner space.

PLAN: I do recommend that he gets an MRI to further evaluate this. In the meantime his stretching exercises are good assuming they are relieving his pain. Further treatment options for this include physical therapy, chiropractic care and if it continues of course a spine surgeon referral would be considered. We will see him back with the MRI and determine the best course of action after that.

Roy J. Carls, M.D.

RJC/cic

PATIENT: BRUMAN ALVAREZ
 DATE OF BIRTH: [REDACTED]
 DATE: 06/25/2015 7:40 AM
 VISIT TYPE: Provider Visit-scheduled

Reason(s) for visit:

1. Back pain. Patient has chronic back pain compatible with deg. disc disease at the level of L4-S1. His pain however was controlled until the neurontin was not approved. His back pain recurred and although he is approved for his knee surgery the patient would like to wait till he resolves his back pain. I will therefore refer him back to Dr. Carls. His radicular pain shoots to his left toe.
2. NSAID intolerance. Patient gives a history of GI bleeding from using NSAID, currently however, bec. his neurontin was not approved, he is using his ibuprofen sparingly for pain. I will request for neurontin again.

Chronic Problems:

AbFnd, TB skin test w/o active TB

Allergies:

Allergen/Ingredient Brand Reaction
 No Known Drug Allergies

Vital Signs:

Time	HT	FT	HT In	Height/Method	WT Lb	WT Kg	Weight Context	BMI
5:19 PM	5.0	7.0		carried forward-190.0				29.75

Time	Temp	Route	BP	Position	Site	Method	Cuff	Pulse Pattern
5:19 PM	97.6		118/82	sitting				74

Time	Resp	PulseOx	PulseOx/Armb	Timing	PeakFlow	Timing	Method
5:19 PM	16	99					

Physical exam:

Constitutional: No apparent distress. Well nourished and well developed.
Respiratory: Normal to inspection. Lungs clear to auscultation and percussion.
Cardiovascular: Regular rhythm. No murmurs, gallops, or rubs.
Abdomen: Soft, non-tender, without organomegaly or masses.
Extremities:
 Comments: Subjective knee pains bil.

Consultation:

Procedure/Test Requested: Dr. Carls

Assessment/ Plan:

Disruption, Internal, knee NEC (717.89), Symptomatic.
 Degeneration, disc NOS (722.8), Symptomatic.

Medications new, active or stopped this visit:

Brand Name	Dose	Sig Codes	Start Date	Stop Date
Acetaminophen	500 Mg	Tab 2 PO TID	06/08/2015	10/08/2015
Chlor-zimefon	4 Mg	1po BIDprn	06/05/2015	10/05/2015
Glucosamine	1,000 Mg		03/03/2015	07/03/2015

I651300 ALVAREZ, BRUMAN 04/09/1975 1/2

SITE: WCI
COMPLETED BY: Dennis Martin, RN 12/23/2015 11:15 AM
Patient Name: BRUMAN ALVAREZ
IDOC#: 257455
DOB: [REDACTED]

Office Services Status	Order	Reason	Interpretation	Value
completed	Continue current medication			
completed	Dr. Care's on consult			
completed	resume nasomix			
completed	Reviewed medications			

Referrals Status	Physician Appointment	Timeframe
ordered	Referral to See PRN 08/25/2015	

Provider: Robustano Barrera, MD
Document generated by: Robustano Barrera, MD 08/25/2015 5:33 PM

Patient presenting with chief complaint(s) of: back discomfort.

Vital Signs:

Date	Time	Temp	Pulse	Pattern	Resp	Pattern	BP	Sp O2	Peak Flow
12/23/2015	11:16 AM	96.4	72		12		130/88	97	

MISCELLANEOUS AND OTHER COMPLAINTS

Subjective:
Date of Onset 12/23/2015
Associated symptoms: pt reports lower back discomfort and knee pain
Previous history? Yes, hist of degenerative disc disease
Previous treatment? Yes, meds and cane
Result of injury? No.

Objective:
Physical Examination Findings
pt reports lower back discomfort, ambulates with cane, able to bear full weight, good pulses and cap refill, norm rt-pear wtl, pt able to get in and out of seated position with little difficulty, patient also reports brief periods of dizziness and d mouth since starting elavil, encouraged pt to increase fluids, rest in cell, medications as ordered, rom and stretching exercises as tolerated, medications as ordered, pt voiced understanding, rtc as needed, otherwise lungs clear, bowel sounds +, pulses +, skin is warm and dry, a&0x3.

Assessment:
alteration in comfort rt back discomfort

Plan:

Medications	Dose	Sig Codes	Start Date	Stop Date
Baclofen	10 Mg	1 PO TID	12/07/2015	04/07/2016
Milk Of Magnesia	400 Mg/5 MI	1bsp 2 PO BID	12/07/2015	04/07/2016
Artificial Tears	1 gtt tid	and prn ou	12/07/2015	04/07/2016
Amphetamine Hcl	10 Mg	one daily	12/07/2015	04/07/2016
Neurontin	800 Mg	1 PO BID	10/21/2015	02/21/2016

ORDERS

ALVAREZ BRUMAN 04/09/1975 1/2

completed (Miscellaneous) Patient education provided. Patient voiced understanding. Increase fluids. reads as urde : 1 hour Routine
 completed Medication allergies and other contraindications reviewed and pregnancy ruled out prior to treatment
 completed Sick call if signs and symptoms of infection develop or symptoms do not subside
 completed Referred to provider - med eval Routine

Provider: Robustiano Barrera, MD
 Document generated by: Dennis Martin, RN-12/23/2015 11:19 AM

ALVAREZ BRUMAN 04/09/1975 2/2

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES
 SICK CALL REQUEST/ENCOUNTER FORM

DIRECTIONS:
 Section I to be completed by Inmate/Detainee.
 Section II to be completed by Healthcare Staff.
 Inmate must state specific reason for requesting Medical/Dental/Mental Health services.

MEDICAL TRIAGE
 SIGNATURE: *[Signature]*
 DATE/TIME: *[Signature]*

VERIFICATION SIGNATURE (DATE REC'D): *[Signature]*

SECTION I: TO BE COMPLETED BY INMATE/DETAINEE

Name: BRUMAN ALVAREZ DOC/SID# 668302 - 257455 Cell#: 2D17 Facility: WCI
 Allergies: _____ Date: 10/31/14

SICK CALL RELATED ISSUES

State your problem / How can we help you? (Please be specific): Medication not Received
 1) Lower back - razor sharp needle pain when walking. Right knee pop out of place when walking - not left knee also hurt while walking.
 2) Was my right knee surgery approved?

A. Where does it hurt? _____
 B. When did it start _____
 C. Has it happened before? _____ How often? _____

NON - SICK CALL RELATED ISSUES

Medical Records Request Other (Specify below)
 Medication Refill
 Eye Glass Repair Request KOR
 Work Clearance Request
 Dental Exam/Filling/Denture Request

PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE
 PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE PLACE MED REFILL STICKER HERE

SECTION II: TO BE COMPLETED BY HEALTHCARE PERSONNEL

Healthcare Encounter Documented in EPHR
 Comments: _____
 PROVIDER: [Signature]
 DATE / TIME: 11/2/14 1:50 PM

SICK CALL REQUEST / ENCOUNTER FORM FORWARDED TO:
 DENTAL
 MENTAL HEALTH
 MEDICAL RECORDS
 OTHER (Specify): _____

DATE / TIME SENT: _____ DATE / TIME RECEIVED: _____
 SIGNATURE: _____ SIGNATURE: _____

RESPONSE TO INMATE/DETAINEE:
 DPSCS Form OTS 130-114-1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FILED _____ ENTERED _____
LOGGED _____ RECEIVED _____
DEC 15 2022
AT BALTIMORE
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY

BRUMAN ALVAREZ *

Plaintiff *

v. * Civil Action No. 1:22-cv-02383-GLR

CORIZON HEALTH, INC., et al. *

and *

RALF SALKE, BSN., *
JAMES TINNEY, III., CCHP., *
JOHN RAINEY, persons, *
for actions under color of *
law in their official *
capacity *

RESIDENT AGENT: *
Corporation Trust, Inc., *
2405 York Rd. *
Lutherville, Timonium *
Maryland, 20903 *

Defendants *

* * * * *

PLAINTIFF'S PRO-SE MOTION TO SUPPLEMENT
THE RECORD AND NEW DEFENDANTS

Plaintiff, Bruman Alvarez, respectfully submits the forgoing Motion with the intent to add new Defendants in this matter. The Motion is not intended to waive or supersede the facts, allegations or remove any Defendant previously identified in the Original Complaint.

To today, the Defendants has not opposed or defended the allegations or facts as stated in the Complaint. Thus, no prejudice has been done to any Defendant with this addendum.

This Motion is filed in good faith and states:

- 312. Mr. Alvarez incorporates with full force and effect by reference the allegations contained in paragraph 1-311 as stated herein.
- 313. Upon information and belief, Defendant Ralf Salke, BSN, RN, CCHP-A (hereafter "Mr. Salke"), is/was at all relevant times Corizon Health's Area Vice President and in that capacity, was acting

under color of law. Mr. Salke is legally responsible to oversee the strategic planning for Corizon's business operations improvement, client partnership and financial performance for their Contract with the State of Maryland. Mr. Salke is sued in his official capacity.

314. Upon information and belief, Defendant James Tinney, CCHP., (hereafter "Mr. Tinney"), is/was at all relevant times Corizon Health's Statewide Contract Manager and in that capacity, was acting under color of law. Mr. Tinney is legally responsible for the management and overall direction of the Maryland Inmate Medical Services. Mr. Tinney is sued in his official capacity.

315. Upon information and belief, Defendant John Rainey (hereafter "Mr. Rainey"), is/was at all relevant times Corizon Health's Assistant Contract Manager and in that capacity, was acting under color of law. Mr. Rainey is legally responsible for the delivery of Contract services, including establishing and maintaining effective clinical quality oversight of the healthcare program. Mr. Rainey is sued in his official capacity.

ADDITIONAL FACTS

- 316. Mr. Alvarez incorporates by reference paragraphs 1 through 315 as though fully set forth herein. See ECF 1, p 1-55.
- 317. On behalf of DPSCS, WCI and Corizon, Defendant Salke, Tinney, and Rainey maximized and increase the level of Medicaid reimbursement to the Maryland DPSCS and promote a cost-saving policy within their modus operandi and directly sanction all policies and procedure herein in dispute.
- 318. On behalf of Corizon, Defendant Salke, Tinney, and Rainey's duty was to ensure all inmates receive medical services to include physician, nursing, utilization management, ancillary services, secondary care, and also work collaboratively with the DPSCS and Corizon's leadership to determine, implement, and monitor the strategic direction and plan for Corizon's DPSCS program.
- 319. On behalf of Corizon, Defendant Salke, Tinney, and Rainey's maintained monthly meetings and or conference calls with their employees, servants, agents and DPSCS officials to review

Corizon's performance within the provision of medical services for DPSCS.

320. On behalf of Corizon, Defendant Salke, Tinney, and Rainey has the authority to retain and hire medical professionals, and has authority to create policy and procedure, discussed inmates' Grievances, off-site appointments, telehealth, staffing, training and had closed relationship with DPSCS officials and local providers.

CLAIMS FOR RELIEF

Count I

Refusal to Provide Medically Necessary Care - Section 1983 and Article 24 of the MD Declaration of Rights (Against all previous Defendants and New Defendants)

321. Mr. Alvarez incorporates with full force and effect by reference the allegations contained in paragraph 1 through 319 as stated herein.
322. At all relevant times, Defendant Salke, Tinney, Rainey, Rahman, and Baucom, and on behalf of DPSCS, Corizon and WCI, with actual and constructive knowledge, through Defendant Getachew, Clark, Browning and Butler's monthly meetings, formal and informal complaints, emails, sick calls request, referrals and medical recommendations, knew or should have known that Mr. Alvarez has serious medical condition (chronic herniated disk, sciatica, testicular lump, degenerative bone disease arthritis in the knee, new knee injury, eye conditions, and seasonal allergies) for which objectively required evaluation and care by a qualified medical providers.
323. Defendants Salke, Tinney, Rainey, Rahman, and Baucom, and on behalf of DPSCS, Corizon and WCI, with actual and constructive knowledge, through Defendant Getachew, Clark, Browning and Butler's monthly meetings, formal and informal complaints, emails, sick calls request, referrals and medical recommendations know or should have known that the medically accepted Standard of Care for the treatment of chronic herniated disk, sciatica, testicular lump, degenerative bone disease arthritis in the knee, new knee injury, eye condition, and seasonal allergies, calls for a doctor and specialist's evaluation, MRI, EMG, chiropractic therapy, chronic care pain management, eyeglasses, orthopedic evaluation and surgery, blood test and ongoing follow up care is medically necessary treatment for Mr. Alvarez's chronic conditions.

324. Defendants Salke, Tinney, Rainey, Rahman, and Baucom, and Getachew, on behalf of DPSCS, Corizon and WCI, refused to hire doctor and qualified medical professionals to provide routine care, all in the name of cost-saving.

325. Defendant Clark, Browning, Getachew, Doctor/Nurse Doe also denied and delayed Mr. Alvarez medical care and evaluation of his chronic care conditions directed by personal choices and/or following company's policies contrary to the Standard of Care, Contract and current law.

326. By failing to retain and hire doctors and/or qualified qualified medical professional at WCI, Plaintiff was denied and delayed medically necessary care and evaluation from Mr. Salke, Tinney and Rainey directly.

327. As a direct and proximate result of Medical Defendants' failure to hire and retained doctors and qualified medical professionals to provide chronic care and referrals at WCI, Defendant Salke, Tinney, Rainey, Getachew, Rahman, Clark, Browning, Doctor/Nurse Doe, Baucom and Butler, on behalf of DPSCS, WCI and Corizon personally denied Plaintiff medically necessary care and ongoing refused to evaluate his serious medical conditions in contravention of the Contract stipulations and well established laws.

328. Medical Defendants knew or should have known that by failing to hire doctors, qualified medical professionals to provide medical care and evaluations, Medical Defendants Salke, Tinney, Rainey, Getachew, Rahman, Clark, Browning, Doctor/Nurse Doe, Baucom and Butler, on behalf of DPSCS, WCI and Corizon, with reckless deliberate indifference, condoned, ratify, follow and or enforce a "freeze-frame" policy or custom, having the force of law of refusing requests to initiate appropriate and effective operations, the Medical Defendants deprived Mr. Alvarez of his right to medically necessary treatment guaranteed by the Eighth and Fourteenth Amendment and Article 24 of the Maryland Declaration of Rights.

Count II

Violation of Plaintiff's Civil Rights for Failure to Properly Train and Supervise - Section 1983 (Against all previous Defendants and New Defendants)

329. Mr. Alvarez incorporates with full force and effect by reference the allegations contained in

paragraph 1 through 328 as stated herein.

330. While incarcerated, Plaintiff ongoing requested, via sick call, evaluation and care for herniated disk, sciatica, testicular lump, new knee injury, degenerative eye vision disease, seasonal allergies.
331. At all relevant times, Plaintiff's sick calls request for evaluation and care was referred for a nurse to answered because there was no doctor working at WCI medical center.
332. At all relevant times, Medical Defendants Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Clark, Browning, Doctor/Nurse Doe, Butler, DPSCS and WCI, through monthly meetings, emails, medical staff and DPSCS Officials' complaints formal or informal, conference calls discussing voluminous grievances allegations against low-level medical staff for denying and delaying medical care, failure to timely schedule inmates for sick calls, inmates' medicines were not timely refilled or processed, voluminous low-level medical staff's referral for doctors' evaluation and care were not scheduled, each of which, with actual and constructive knowledge, knew or should have known of these operational deficiencies at WCI were real.
333. Despite knowing of such operational deficiencies, Defendants Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Clark, Browning, Doctor/Nurse Doe, Butler, DPSCS and WCI, each of which, knew or should have known that inmates like Plaintiff face a substantial risk of serious harm if not timely evaluated by a doctor and disregarded that risk by failing to take reasonable measures to abate it.
334. As a direct and proximate result of Defendant Corizon, Salke, Tinney, Rainey, Baucom, Rahman, Getachew, Butler, DPSCS and WCI medical center failure to properly supervise and train their employees, including but not limited, Clark, Browning, Doctor/Nurse Doe, Plaintiff Alvarez was exposed to ongoing harm from, among other things:
- a) the refusal to provide Mr. Alvarez with the necessary treatment for his chronic conditions: herniated disk, sciatica, testicular lump, new knee injury, degenerative eye disease, seasonal allergies, in deliberate indifference to his serious medical needs despite knowing that Mr. Alvarez suffered from chronic conditions and his repeatedly requested evaluation and care for such conditions and knowing tat such ailments, if untreated could cause serious irreparable physical harm and even death but because of their failure to supervise and train.

- b) the implementation, condoning, ratifying, following, and/or enforcing and continuing implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law; of refusing to requests to initiate appropriate and effective herniated disk, sciatica, testicular lump, new knee injury, degenerative eye vision condition seasonal allergies, irrespective of Mr. Alvarez's medical needs, and knowing that this inadequate care, customary operational deficiencies -- without supervision and proper training -- placed Mr. Alvarez at substantial risk of further mental and physical distress and harm.
335. After finding "meritorious in part" numerous Plaintiff's grievances on basis of lack of doctor's care and evaluation, all authoritative Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, and Butler, on behalf of DPSCS, Corizon and WCI, failed to supervise and train, Clark, Browning, Doctor/Nurse Doe, and or responded reasonably to abate any risk of harm and amount to deliberate indifference in violation of Plaintiff Alvarez's civil rights.
336. Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, and Butler, are persons in the decision making chain whose indifference to properly train and supervise their subordinates or correct its operational deficiencies or subordinate misconduct when came to light permitted the constitutional abuse to continue unchecked.
337. Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Butler, Clark, Browning's, on behalf of Corizon, DPSCS and WCI, were without justification and in violation of the civil rights guaranteed to Mr. Alvarez while incarcerated by the Eighth and Fourteenth Amendment to the Constitution of the United States, 42, U.S.C. § 1983 and Article 24 of the Maryland Declaration of Rights.

Count III

Violation of Plaintiff's Civil Rights for Failure to Intervene and Protect -- Section 1993, Article 24 (Against all previous Defendants and New Defendants)

338. Mr. Alvarez incorporates herein by references the allegations contained in paragraph 1 through 337 as being fully stated herein.
339. Operational deficiencies (lack of doctor's care) at WCI causes Plaintiff significant suffering, pain and poses a continual threat to his health, safety and welfare as he was denied medical care and

evaluation for his serious medical needs for which Plaintiff requested the Correctional Defendants protect his health, safety and welfare and asked to intervene on his behalf by ensuring medical care and evaluation be provide by and from a qualified medical professional.

340. At all relevant times, Defendant Baucom, Butler, Rahman, Browning, DPSCS and WCI, through monthly meetings, emails, medical staff's complaints and DPSCS Officials' complaints formal or informal, conference calls discussing voluminous grievances allegations against low-level medical staff for denying and delaying medical care to Plaintiff, having actual and constructive knowledge of the operational deficiencies knew or should have known of Plaintiff's request for protection and intervention and with the authority to intervene and protect, failed to respond reasonably to that potential risk of serious harm.

341. At all relevant times, Defendant Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Browning, Clark, Doctor/Nurse Doe, through monthly meetings, emails, medical staff's complaints and DPSCS Officials' complaints formal or informal, conference calls discussing voluminous grievances allegations against low-level medical staff for denying and delaying medical care to Plaintiff, having actual and constructive knowledge of the operational deficiencies knew or should have known of Plaintiff's request for protection and intervention and with the authority to intervene and protect, failed to respond reasonably to that potential risk of serious harm.

342. By failing to intervene and protect Mr. Alvarez from people who Plaintiff Alvarez did not have control or supervision, Defendant Baucom, Butler, Browning, DPSCS and WCI, through their agents, Defendants Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Clark, Doctor/Nurse Doe's, action, Plaintiff Alvarez was exposed to harm from, among other things:

a) the tacit authorization of medical contractor's misconduct posed a pervasive and unreasonable risk of constitutional injury to citizens like Plaintiff and DPSCS, WCI, Baucom, Butler's response to that knowledge was so inadequate as to manifest deliberate indifference to or tacit authorization of the offensive practices and failed to protect and intervene. As a result, Mr. Alvarez has suffered and continues to suffer physical injuries, pain and suffering as well mental distress in deprivation of his Eighth Amendment right, 42 U.S.C. § 1983.

Count IV

Intentional Infliction of Emotional Distress
(Against all previous Defendants and New Defendants)

343. Plaintiff incorporates herein by reference the allegations contained in paragraphs 1 through 342.

344. Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Butler, Clark, Browning, and on behalf on Corizon, DPSCS and WCI, intentionally caused emotional distress to Mr. Alvarez by their extreme, reckless and outrageous conduct, including but not limited to:

(a) Refusing to provide Mr. Alvarez with medically necessary treatment for his testicular lump, herniated disk, sciatica, new knee injury, eye-care, seasonal allergies, arthritis, in deliberate indifference to his serious medical needs despite knowledge that Mr. Alvarez suffered testicular lump, herniated disk, sciatica, new knee injury, eye-care, seasonal allergies, arthritis, and knowledge that such ailments, if untreated could cause serious physical, mental health issues and may be death, and despite Mr. Alvarez's repeated request for evaluation and care, protection and intervention, Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Butler, Clark, Browning, and on behalf on Corizon, DPSCS and WCI, while acting under color of law.

(b) Implementing, condoning, ratifying, and/or enforcing and continuing to implement, condone, ratify, follow, and/or enforce a policy or custom, having the force of law, of refusing request to initiate appropriate and effective medical evaluations or provide medically recommended test or evaluation, irrespective of Mr. Alvarez's medical needs, and knowledge that this inadequate care placed Mr. Alvarez at substantial risk of further mental and physical distress.

(c) Failing and condoning to fail to train and supervise DPSCS, Corizon and WCI staff with respect to the proper issues presented, for example: with respect to the proper provision of medically necessary treatment for testicular lump, herniated disk, sciatica, new knee injury, eye-care, seasonal allergies, arthritis, despite knowing that the named chronic conditions are, individually or in combination, a serious medical need and that failing to train or supervise staff with respect to the provision of medically necessary treatment for this serious medical needs places inmates like Mr. Alvarez at substantial risk of serious mental and physical harm when correctional officials failed to take reasonable measures to abate it.

345. Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Butler, Clark, Browning, and on behalf on Corizon, DPSCS and WCI, were motivated by ill-will, hatred and evil intent predicated by a cost-saving policy and their actions were malicious, unnecessary, willful, wanton, and in complete disregard for Mr. Alvarez's rights, safety and welfare.

346. As a direct and proximate result of Defendants Salke, Tinney, Rainey, Getachew, Rahman, Baucom, Buttler, Clark, Browning, and on behalf on Corizon, DPSCS and WCI's actions, Mr. Alvarez experienced severe psychological and physical complications due to Defendant's refusal to accept his previous diagnosis or diagnose him for herniated disk, sciatica, testicular lump/cancer, arthritis, seasonal allergies and he has exhibited deteriorated physical manifestations due to this refusal, including panic attacks, anxiety, racing heartbeat, shortness of breath, sleep disturbance, lack of appetite, new knee injury and pain, eye-irritation, headache, embarrassment and chronic bronchitis.

Count V

Discrimination Against a Protective Class - Section 1983
(Against all previous Defendants and New Defendants)

347. Plaintiff incorporates herein by reference the allegations contained in paragraph 1 through 346.

348. At all relevant times, Defendant Baucom, Buttler, Browning, and on behalf of DPSCS and WCI, through its employees and agent Defendant Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Clark, Doctor/Nurse Doe, with actual and constructive knowledge through their monthly meetings, formal and informal complaints, emails, sick calls request, medical referrals and recommendations, knew or should have known that Corizon through its employees and agents, Salke, Tinney, Rainey, Getachew, Rahman, Clark, Doctor/Nurse Doe, discriminated Plaintiff based upon economics in its malicious, unnecessary and willful consideration in contracting Corizon Health, Inc., knowing that Corizon's, a for-profit company with a history nationwide is cutting corners, who's priority is to save cost of medical care. DPSCS and WCI allowed Corizon to:

- a) operate deficient with the intent to receive liquidated damages over the Plaintiff's health
- b) the tacit authorization of providing less than the medical standard of care for disorders of Plaintiff's kind, all in the name of cost-saving measures over Plaintiff's care;
- c) condone operational deficiencies policies within its prisons;
- d) provide medical care and evaluation to inmates with a life and death condition and not to stable chronic care inmates despite their medical needs;

e) providing nursing care and not doctors' care;

349. As a result of a cost-saving policy, DPSCS and WCI, through its' employees and agent Corizon, Salke, Tinney, Rainey, Getachew, Rahman, Clark, Doctor/Nurse Doe subjected Plaintiff to discriminatory acts when rejected experts doctors' recommendations for MRI (herniated disk) and blood test (testicular lump) recommendations for pain management clinic (arthritis) and not allowing him to receive proper medical care and evaluation despite his chronic care status. Plaintiff suffered and continues to suffer significant pain, harm predicated by the discriminatory acts -- not being able to be medically evaluated and treated accordingly -- because he was not dying or his mobility totally disable. These discriminatory acts violates Plaintiff's civil rights.

Count VI

Negligent Hiring - Section 1983
(Against all DPSCS Defendants)

- 350. Plaintiff incorporates herein by reference the allegations contained in paragraph 1 through 349.
- 351. DPSCS Officials and WCI Officials, through the County of Allegany, Maryland, knew or should have known about Corizon's role in its well known nationwide operational deficiencies, negligence with the provision of medical care to inmates, failure to train employees, cost-saving policy, shortage of staff and incompetency by inherent unfitness or previous specific acts of negligence from which incompetence may be inferred prior to hired Corizon Health, Inc.
- 352. Prior to hiring Corizon, DPSCS Officials and WCI Officials, through the County of Allegany, Maryland, knew or should have known about Corizon's previous business record with the State of Maryland's DPSCS and previous termination for cause of the Contract whereat State's Officials considered the issues of negligence, operational deficiencies, shortage of staff and mishandling medical care to its incarcerated citizens.
- 353. The negligent hiring caused by the recklessness, negligence and carelessness of DPSCS, WCI Officials for that amount other acts and omissions DPSCS and WCI:
 - (a) failed to enforce Corizon with provision of unimpeded access to health care services and

routine evaluation of its incarcerated citizens, including Mr. Alvarez;

- (b) failed to supervise Corizon and ensure that Corizon meet the applicable Standard of Care as set for the International Standards, Federal Bureau of Prisons, Industry Best Practices, State of Maryland's Standard governing the provision of medical care and such Standards stated by Corizon's own documents;
- (c) failed to supervise and ensure Corizon promptly provide its incarcerated citizens with vital medications, including Mr. Alvarez;
- (d) failed to ensure and supervise that Corizon remedy the problems with great number of physicians vacancies;
- (e) failed to ensure and supervise that Corizon remedy its incarcerated citizens' difficulty in obtaining appointments with primary physicians;
- (f) failed to ensure and supervise that Corizon remedy the difficulties of its incarcerated citizens, including Mr. Alvarez, in obtaining referrals with specialist and follow ups chronic care; and
- (g) failed to ensure and supervise that Corizon did not creates artificial administrative barriers, which prevents inmates like Mr. Alvarez from receiving evaluation and medical care he needed.

354. At all relevant time, with actual and constructive knowledge, through monthly meetings, emails, conference calls, grievances, and letters between Medical Defendant Corizon, Salke, Tinney, Rainey, Rahman, Getachew, and Correctional Defendant DPSCS, WCI, Baucom and Butler, each named Defendant knew of should have known of Corizon's ongoing operational deficiencies (not hiring doctor, unable to provide an evaluation and medical care for chronic care conditions, difficulties in getting vital medication refilled, difficulties in getting appointments with doctors), in Maryland and carelessly, negligently with reckless disregard to Plaintiff's health, and other inmates' health, DPSCS and WCI, through Maryland, extended its Contract.

355. As a direct and proximate result of the negligent hiring, with recklessness and carelessness of the Correctional Defendants, Mr. Alvarez:

- a) suffered and continue to suffer various injuries, including but not limited to physical harm, pain, emotional pain and anguish, emotional distress and concomitant physical repercussions due to Corizon's refusal to accept his previous diagnosis and medical recommendations or provide Mr. Alvarez with the necessary treatment for his herniated disk, sciatica, testicular lump pain, new knee injury, eye-care, seasonal allergies and

chronic care follow ups, in deliberate indifference to his serious medical needs, despite knowledge that such conditions, if untreated could cause serious physical and mental issues and harm, and despite Mr. Alvarez's repeated request for evaluation and care, each Defendants named herein, while acting under color of state law.

- b) was, is and will be required to undergo medical evaluations and treatment and to incur medical cost and expenses in order to alleviate his injuries, pain and suffering due to condoning the operational deficiencies and incompetence by inherent unfitness or previous specific acts of negligence from which incompetency may be inhered, recklessly ignore either actual notice of Corizon's unfitness or bad habits, or constructive notice of Corizon's nationwide incompetence, could have known the facts had DPSCS and WCI used ordinary care in oversight and supervision.
- c) and otherwise was hurt, continuing to be hurt and injured.

356. All of the loses of the Plaintiff were, are and will be, due to and by reasons of the careless and negligent hiring of the Medical Defendant Corizon, through its employees and agents or servants, without any negligence or want of due care on the Plaintiff's part contributing thereto and the Plaintiff request compensatory damages.

357. Correctional Defendant DPSCS, WCI, Baucom, and Butler's actions were without justification and in violation of the rights guaranteed to Mr. Alvarez by the Eighth and Fourteenth Amendment, 42 U.S.C. § 1983, and Article 24 of the Maryland Declaration of Rights.

Count VII

Ongoing Violation of Plaintiff's Civil Rights by
Ongoing Denying Medical Care and Evaluation -
Section 1983 and Article 24 MD D. of Rights

(Against All previous Defendant and New Defendants)

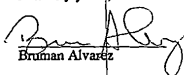
358. Plaintiff incorporates herein by reference the allegations contained in paragraph 1 through 357 as though fully set forth herein.

359. At all relevant times, Mr. Alvarez has been requesting evaluation and care for his chronic and serious medical needs: herniated disk, sciatica, degenerative bone disease, testicular lump, knee

injury, eye-care via sick call. Plaintiff's request for evaluation and care has been addressed by a Nurse Doe or low-level medical provider, whom in turn, in some occasions, referred Mr. Alvarez to a doctor for an evaluation and care and other just denied all requested and needed medical care. Because Defendants DFSCS and WCI medical center operates without a doctor, Mr. Alvarez has been waiting for months and years to receive an evaluation and care.

360. At all relevant time, with actual and constructive knowledge, through monthly meetings, emails, conference calls, grievances, and letters between Medical Defendant Corizon, Salke, Tinney, Rainey, Rahman, Getachew, and Correctional Defendant DFSCS, WCI, Baucom and Butler, through monthly meetings, emails, conference calls, grievances, and letters between Medical Defendant Corizon, Salke, Tinney, Rainey, Rahman, Getachew, and Correctional Defendant DFSCS, WCI, Baucom and Butler, each named Defendant knew or should have known of Corizon's ongoing operational deficiencies (not hiring doctor) and failed to respond reasonably to that potential risk of harm. As a result, Mr. Alvarez sustained, and continue to sustain injuries, pain and suffering, mental anguish and distress because Defendant Baucom, Clark, Browning, and Nurse Doe, through the policy implemented by Salke, Tinney, Rainey, Getachew, Rahman, denied all form of evaluation and care, while acting under color of law in violation of the Eight and Fourteenth Amendment, Section 1983, and Article 24 of Md. Declaration of Rights.

Sincerely yours,


Bradman Alvarez

Plaintiff pro-se

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Alvarez respectfully prays that this court:

A. Declaring that the acts and omissions described herein violated Plaintiff's rights under the Constitution and laws of the United States and

B. Declaring that the acts and omissions described herein were negligently and violated Plaintiff's rights under the Constitution of the State of Maryland;

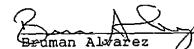
C. Order Defendants to pay compensatory damages in the amount of seven millions dollars;

D. Order Defendants to pay punitive damages in the amount of two hundred fifty thousand dollars;

E. Order Defendants to pay reasonable attorney fees and costs, if appointed counsel and other applicable laws; and

F. Grant other just and equitable relief that this Honorable Court deems necessary.

12.12.22
Date


Bradman Alvarez
WCI No. 257455
13800 McMullen Hwy SW
Cumberland, MD 21502

Plaintiff pro-se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on December 12, 2022, a copy of
the foregoing Motion to Supplement the record and add new
Defendants was mailed, postage prepaid to:

Catherine M. Stavlas, Clerk
United States District Court
District of Maryland
101 W. Lombard Street
Baltimore, Md. 21201


Bruman Alvarez

Plaintiff pro-se

**MODIFICATION #2 to STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND
CORRECTIONAL SERVICES (DPSCS) CONTRACTUAL AGREEMENT FOR INMATE
MEDICAL CARE AND UTILIZATION SERVICES WITH CORIZON HEALTH, INC.**

Contract No. DPSCS Q0017058

This Modification is made this 22 day of January, 2021, with an effective date of July 1, 2020, by and between the State of Maryland, Department of Public Safety and Correctional Services ("DPSCS") and Corizon Health, Inc., ("Contractor")

In consideration of the promises and covenants contained herein, the parties agree to modify the Contract for Inmate Medical Care and Utilization Services entered into on the 20th day of December 2018 ("Contract") as follows:

WHEREAS, the State of Maryland has been and will continue to be in a state of emergency arising from the COVID-19 pandemic, which requires additional medical services and safety measures to be taken for all inmates' medical needs; and

WHEREAS, Section 4.1 of the Contract states that the Contract amount will not exceed \$680,000,000;

WHEREAS, effective March 16, 2020, DPSCS and Contractor entered into emergency Modification #1, which amended Section 4.1 to state that the Contract Amount will not exceed \$709,020,480.20 and which was terminated for convenience effective June 30, 2020;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein DPSCS and the Contractor agree as follows:

1. Section 4.1 is hereby amended to remove the original section language and replace with the following:

In consideration of the satisfactory performance of the work set forth in this Contract, DPSCS shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Additionally, during the period starting on July 1, 2020, and ending on June 30, 2021, pursuant to COMAR 21.06.03.03.A(2) and 21.09.01.03.A, the Contractor shall submit auditable invoices for all "Allowable Costs" caused by, related to, or arising from the COVID-19 pandemic, and the Department shall reimburse the Contractor for such costs. Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State shall not exceed \$715,285,742.30 .

2. All other terms and provisions of the Contract shall continue in full force and effect.

[signatures on next page]

Modification #2 - Exhibit A - COVID-19 Costs - Clarifications and Assumptions

1. The Parties agree that COVID-19 labor costs will include:

- Corizon labor designated as COVID care;
- Corizon temporary staffing designated as COVID care;
- COVID hazard, bonus, retention pay for Corizon internal staff;
- COVID hazard, bonus, retention pay for Corizon temporary staffing.

2. COVID-19 administrative/indirect and accounting costs including the costs of personnel to track costs and prepare the invoices for COVID-19 costs.

3. The cost of all offsite medical care (including without limitation ambulance, emergency, outpatient, inpatient, and telemedicine) caused by, related to, or arising from the COVID-19 pandemic shall be a COVID-19 Cost, and Contractor shall be entitled to full reimbursement for all such costs it incurs. Additionally, Contractor's base fee shall not be reduced by the amount of inpatient hospitalization costs that are reimbursed by Medicaid or other third-party payors; rather, Contractor shall be paid 10% of such reimbursements as part of its COVID-19 Costs.

Example #1: If an inmate for whom there is no Medicaid or third party payor reimbursement incurs COVID-19 related offsite healthcare provider costs of \$100,000, Corizon will pay those costs to the provider, and the Department will reimburse Corizon for the full \$100,000.

Example #2: If an inmate for whom there is Medicaid or third party payor reimbursement incurs COVID-19 related offsite healthcare provider costs of \$100,000, Medicaid will pay those costs directly to the provider, the Department will reimburse Corizon \$10,000 (10%) as provided in the RFP, and no part of those costs will be deducted from Corizon's base fee.

4. COVID testing costs for inmates and Corizon internal and temporary staffing.

5. COVID-19 equipment costs include, but are not limited to, the additional costs of personal protective equipment (PPE) for staff, telehealth equipment, bottled oxygen, and biohazard debris removal.

6. Other currently unanticipated COVID costs that may relate to changed procedures associated with mitigation efforts, future vaccination implementation efforts, etc.

IN WITNESS THEREOF, the parties have respectively signed this Second Contract Modification as of this 13 day of January, 2021.

Corizon Health, Inc.:

Authorized Representative

January 12, 2021

Date

Witness

Approved as to form and legal sufficiency this 13 day of January, 2021

Stuart M. Nathan
Assistant Attorney General

Department of Public Safety & Correctional Services

Robert Green
Procurement Officer

01/22/21

Date

Robert Green
Secretary Robert Green

1/22/21

Date

Witness: *Sheri D. Smith*

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
CONTRACTUAL AGREEMENT FOR
INMATE MEDICAL HEALTH CARE AND UTILIZATION SERVICES
WITH
CORIZON HEALTH, INC.
CONTRACT No. DPSCS Q0017058

THIS CONTRACT (the "Contract") is made this 20th day of December 2018 by and between Corizon Health, Inc. and the STATE OF MARYLAND, acting through the Department of Public Safety and Correctional Services (DPSCS).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "COMAR" means Code of Maryland Regulations.
- 1.2 "Contract" means this agreement between Corizon Health, Inc. and the State of Maryland, acting through the Department of Public Safety and Correctional Services.
- 1.3 "Contract Manager" means the following Department employee identified as the Contract Manager: Joseph A. Esch, Acting Director, Contracts Administration and Audits, Clinical Services and Inmate Health, e-mail: joseph.esch@maryland.gov.
- 1.4 "Contractor" means Corizon Health, Inc. whose principal business address is 103 Powell Court, Brentwood, TN 37027 and whose principal office in Maryland is 7240 Parkway Drive, Hanover, MD 21076.
- 1.5 "Department" means the Department of Public Safety and Correctional Services.
- 1.6 "Financial Proposal" means the Contractor's Financial Proposal dated August 29, 2017.
- 1.7 "Procurement Officer" means the following Department employee identified as the Procurement Officer.
- 1.8 "RFP" means the Request for Proposals for Inmate Medical Care and Utilization Services, Solicitation # Q 0017058 and amendments 1 through 10.
- 1.9 "State" means the State of Maryland.
- 1.10 "Technical Proposal" means the Contractor's Technical Proposal dated July 20, 2017, and August 4, 2017 and Corizon's oral presentation dated July 24, 2017.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for inmate medical care and utilization management services awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:
Exhibit A – The RFP
Exhibit B – State Contract Affidavit, executed by the Contractor and dated _____
Exhibit C – The Proposal (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of five (5) years beginning on or about January 1, 2019, and ending five (5) years following the Go-Live Date.

- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2.3).

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payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$680,000,000.

4.2 Unless payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payment to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor. The Contractor may be eligible to received late payment interest at the rate of 9% per annum if: (1) The Contractor submits an invoice for the late payment interest within thirty (30) days after the date of the Department's payment of the amount on which the interest accrued; and (2) a contract claim has not been filed under State Finance and procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland. The State is not liable for interest: (1) accruing more than one year after the 31st day after the agency receives the proper invoice; or (2) on any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland. Each invoice for services rendered must include the Contractor's Federal Tax Identification which is 23-2108853. Invoices shall be submitted to the Department Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

4.4 Contractor's eMarylandMarketplace vendor ID number is 00036913.

5. Damages and Payments

5.1. Process.

(A) The Department may deduct liquidated damages as set forth in RFP Attachment V. The Department will not assess any of the liquidated damages described for the first ninety (90) days following the Go-Live Date specified in Section 3.1.

(B) When the Department has identified a deficiency for which it could assess liquidated damages, it shall notify the Contractor in writing of the deficiency (the "Initial Notice").

(C) The Contractor shall provide to the Department Contract Manager within 10 Business Days of the date of the Initial Notice, its written explanation for the deficiency, and if applicable, how the circumstance(s) causing the nonperformance was beyond its control.

(D) The Department may determine whether or not to assess the liquidated damages without considering the Contractor's response if it has not received the Contractor's explanation within 10 Business Days.

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5.2 Payment Adjustments.

(A) The Department shall notify the Contractor of each payment adjustment due to the imposition of direct or liquidated damages and shall provide the Contractor with such evidence as the Department determines is adequate to justify each adjustment.

(B) If the Contractor does not agree with the adjustment or the action taken to obtain the adjustment, the Contractor's sole remedy to resolve the issue is as provided in Section 13 (Disputes) of this Contract.

5.3 Payments to the Department

(A) Unless otherwise provided in the Contract, the Contractor shall make all payments owed to the Department within 30 days after receipt by the Contractor of the invoice. If the Contractor fails to make payment to the Department within 45 days after the Contractor receives a correct invoice, the Contractor shall pay the Department interest for that portion of the unpaid balance, prorated for the period beginning with the 31st day after the Contractor receives the invoice from the Department and ending when the Department receives the payment. The Department shall separately invoice the Contractor for any interest due. The rate of interest shall be the same rate as that specified in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, during the time that the interest is accruing.

(B) The Department is not responsible for bills incurred or paid by the Contractor for processing fees, indirect or direct costs, or overhead costs related to bills paid or incurred by the Contractor other than those fees or costs which the Contractor has included in its price stated in the Financial Proposal or for which the Contractor is authorized to submit an invoice for reimbursement under this Contract. This provision shall survive the Contract term for any and all instances when payment is due to the State.

(C) In the event that any monies due the Contractor are not sufficient to satisfy all claims against the Contractor, the Department may invoice the Contractor for all additional amounts due. In the event the Contractor fails to pay the amount owed within 30 days, the Department, in addition to any other remedies, may deduct the amounts due from any monies due the Contractor during any renewal term of the Contract or under any other contract between the parties.

5.4 Third Party Payments

(A) The Contractor shall obtain reimbursements, credits, reductions, refunds, rebates, and gifts, including insurance and government payments ("third party payments"), for services rendered to inmates, when such are available.

(B) When the Contractor can receive, will receive, or has received third party payments in relation to the Contract, the Contractor shall immediately notify the Department of the source, nature, and amount of the third party payments.

(C) Except for Third Party Reimbursement incentive payments as described in the RFP, all third party payments are the property of the Department and the Contractor shall follow the Department's instructions in each instance concerning the disposition of such payments. Such instructions may include, within the sole discretion of the Department, the remission to the Department of the third party payment in its entirety, with the 10% incentive payment to be made separately.

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(D) The Contractor's obligations and right to receive incentive payments under this Section 5 shall survive the expiration or termination of the Contract.

(F) At the end of each Contract Period, the Contractor shall submit a report to the Department's Contract Manager detailing all funds received from third party payments.

5.5. Direct Damages.

(A) The Department may deduct for direct or liquidated damages sustained as a result of Contractor's failure to perform as required under this Contract.

(B) If hospitalization, outpatient, or Off-site specialty care is required as a result of the negligence or maliciousness of the Contractor, including its Staff, subcontractors, subcontractor staff, or any other party used by the Contractor to provide services as required under the Contract, the Contractor will be responsible for these and related costs. The determination as to whether these services were required as a result of Clinician negligence will be that of DPSCS Chief Medical Officer, whose decision shall be final, subject to Section 13 (Disputes) of this Contract.

6. Rights to Records

6.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

6.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

6.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

6.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

7. Exclusive Use

7.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

8. Patents, Copyrights, and Intellectual Property

8.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

8.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

8.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

9. Confidential or Proprietary Information and Documentation

9.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including, without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is

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necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9.2 This Section 9 shall survive expiration or termination of this Contract.

10. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

11. Indemnification

11.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

11.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

11.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

11.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

11.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11.6 This Section 11 shall survive termination of this Contract.

12. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

13. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

14. Maryland Law

14.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

14.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

14.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

15. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or

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agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

17. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

18. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach; if the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

19. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

20. Contractor Transition

If the Department awards a contract to another contractor to perform services presently being performed by the Contractor under the Contract, the Contractor shall cooperate with the Department and the new contractor in facilitating the transition as the Department directs, including providing the new contractor with access to all databases and electronic management systems and copies of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

21. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

22. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

23. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

24. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

25. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

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26. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 26 shall survive expiration or termination of the Contract.

27. Right to Audit

27.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

27.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.

27.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractors that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).

27.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.

27.5 This Section shall survive expiration or termination of the Contract.

28. Compliance with Laws

The Contractor hereby represents and warrants that:

28.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

28.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

28.3 It shall comply with all Federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

28.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

29. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal:

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

30. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided; however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

31. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

31.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 8 of this Contract;

31.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

31.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

32. Commercial Nondiscrimination

32.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit

to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

32.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

32.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

33. Prompt Pay Requirements

33.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- Not process further payments to the contractor until payment to the subcontractor is verified;
- Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- Place a payment for an undisputed amount in an interest-bearing escrow account; or
- Take other or further actions as appropriate to resolve the withheld payment.

33.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- Retainage which had been withheld and is, by the terms of the Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and

- An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract under which the amount is withheld.

33.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- Affect the rights of the contracting parties under any other provision of law;
- Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- Result in liability against or prejudice the rights of the Department.

33.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

33.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule;
- This verification may include, as appropriate:
 - Inspecting any relevant records of the Contractor;
 - Inspecting the jobsite; and
 - Interviewing subcontractors and workers;
- Verification shall include a review of:
 - The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule;
- If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - Terminate the contract;
 - Refer the matter to the Office of the Attorney General for appropriate action; or
 - Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

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34. **Living Wage**

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.03 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

35. **Variations in Estimated Quantities**

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

36. **Contract Manager and Procurement Officer**

The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

37. **Notices**

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: DPSCS -- Office of Procurement
300 East Joppa Road, Suite 100
Towson, Md. 21286
ATTN: Anna Lunsaw, Procurement Officer

If to the Contractor: Corizon Health, Inc.
103 Powell Court
Brentwood, TN 37027
ATTN: Chief Operating Officer
CC: Chief Legal Officer

38. **MBE Liquidated Damages**

38.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

38.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$33.30 per day until the monthly report is submitted as required.

38.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$116.54 per MBE subcontractor.

38.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

38.1.4 Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

38.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$124.86 per day until the undisputed amount due to the subcontractor is paid.

38.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

39. **Federal Department of Health and Human Services (DHHS) Exclusion Requirements**

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

40. **Compliance with Federal HIPAA and State Confidentiality Law**

40.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability

Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

40.2 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable, that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

41. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and DPSCS Limited English Proficiency (LEP) Plan issued by the DPSCS Office of Equal Opportunity under Executive Directive OED1.020.0032 (June 2016)
<http://filed.dpscs.state.md.us/PA/ShowFile.aspx?fileID=1202>

42. Miscellaneous

- 42.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 42.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES

By: _____
10/12/2018

By: Stephen F. Moyer, Secretary
Or designee: _____

Date

Date

12/19/18

Approved for form and legal sufficiency
this 17th day of October, 2018.

Scott M. Miller
Assistant Attorney General

APPROVED BY BPW: 12/19/18 29-5
(Date) (BPW Item #)

DPSCS 004338



Department of Public Safety and Correctional Services

REQUEST FOR PROPOSALS

SOLICITATION NO. Q0017058

**Issue Date: December 29, 2016
With revisions through Amendment 10**

Inmate Medical Care and Utilization Services

NOTICE

A Prospective Offeror that has received this document from the Department of Public Safety and Correctional Services website or <https://emaryland.buyspeed.com/bso/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

07/28/2017

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DPSCS 004339

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

**Title: Inmate Medical Care and Utilization Services
Solicitation No: Q0017058**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Bid/Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____

Address: _____

E-mail Address: _____

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DPSCS 004340

STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals: Inmate Medical Care and Utilization Services

Solicitation Number: Q0017058

RFP Issue Date: December 29, 2016

RFP Issuing Office: Department of Public Safety and Correctional Services

Procurement Officer: Cecelia Januszkiewicz
Suite 1000
300 E. Joppa Road
Towson, MD 21286
Phone: 410-339-5051
e-mail: cecilia.januszkiewicz@maryland.gov

Contract Manager: Joseph A. Ezeh, MBA
Acting Director
Contracts Administration and Audits
Clinical Services and Inmate Health
6776 Reisterstown Road
Baltimore, MD 21215
Phone: 410-585-3386
e-mail: joseph.ezeh@maryland.gov

Proposals are to be sent to: Department of Public Safety and Correctional Services
Suite 1000
300 E. Joppa Road
Towson, Md. 21286
Attention: Cecelia Januszkiewicz

Pre-Proposal Conference: January 12, 2017 at 10 a.m. Local Time
Classroom C-202
Public Safety Education and Training Center
Academic and Administrative Center
6852 4th Street
Sykesville, MD 21784

Proposal Due (Closing) Date and Time: March 1, 2017 at 3 p.m. Local Time
May 10, 2017 at 3 p.m. Local Time

MBE Subcontracting Goal: 11 %
VSBE Subcontracting Goal: 1%

07/28/2017

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services is soliciting proposals from qualified Offerors to provide inmate medical services and utilization management at Departmental facilities specified on Attachment Q. During the Contract term, the Department may close existing facilities and may add new facilities and may change the services provided at any facility.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is five (5) years from the Go-Live Date. The State anticipates completing the selection process by ~~April~~ **June** 2017 with award in ~~May~~ **June** 2017 and a Go-Live Date of ~~July~~ **September** 1, 2017.
- 1.1.3 The Department intends to make a single award as a result of this RFP. The current Contractor is Wexford Health Sources, Inc.
- 1.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 1.1.5 Reference to a specific Department position; e.g., Contract Manager, Chief Medical Officer, Director of Nursing, etc., shall be construed to include a designee, who shall be identified in writing to the Contractor by the person holding the position. Such written identification will typically occur via email.
- 1.1.6 Unless clearly not applicable, obligations imposed by this RFP on the Contractor shall be construed to apply to its Staff and obligations of various Contractor Staff shall be interchangeably construed to apply to the Contractor.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below. A list of Departmental facilities and their acronyms is attached as Attachment Q.

- 1. Admission - An individual who is being processed into any Department facility or the act of an individual being processed into any Department or facility.
- 2. ACA – American Correctional Association, the national organization of correctional officials that promulgates standards related to correctional custody, including performance standards for medical services in prisons and jails.
- 3. ACOM or SDA ACOM - The Area Contract Operations Manager, a DPSCS employee charged with oversight of Contract operations within a SDA.

4. **ADA** – The Americans with Disabilities Act and accompanying regulations, each of which may be amended from time to time.
5. **AED** - Automated External Defibrillator.
6. **ARP** - Administrative Remedy Procedure, a procedure for resolving Inmate complaints.
7. **Arrestee** - An individual who is arrested in Baltimore City and delivered by the police to the Baltimore Central Booking and Intake Center.
8. **Assessment** - An evaluation of an Inmate's well-being, including objective data that supports findings made during the Assessment, followed by a plan of care that identifies the specific needs of the Inmate and how those needs will be addressed by the staff of the Contractor, the Department, and Other Healthcare Contractors. The word *assessment* is also used in this RFP in a generic sense, other than as per this definition, in which case it is not capitalized, e.g., the assessment of Liquidated Damages.
9. **BAFO** – A best and final offer requested by the Procurement Officer to permit written revisions to an Offeror's initial proposal.
10. **BCBIC** - Baltimore Central Booking and Intake Center.
11. **Bedside Commitment** – A commitment in which a Maryland District Court commissioner determines that an Arrestee who is hospitalized should be incarcerated upon release from hospitalization and commits the Arrestee to the Division of Pre-Trial Detention and Services, notwithstanding that the Arrestee has not yet been physically moved to the facility.
12. **BID** – Twice a day.
13. **Business Day(s)** – Monday through Friday excluding Holidays
<http://dbm.maryland.gov/employees/Pages/StateHolidays2017.aspx>
14. **Business Hours** - 8:00 a.m.-- 5:00 p.m. on Business Days.
15. **Case Management** – As appropriate, the DPSCS unit that is responsible for the Inmate's base file information related to housing, disability placement, work assignments, transfer coordination, and selective participation in the coordination with clinical disciplines of complex multi-disciplinary issues or, the coordination of treatment rendered to Inmates with specific diagnoses or requiring high cost or extensive services.
16. **CDF** – Chesapeake Detention Center, a federal detention facility located in Baltimore and operated by the Department pursuant to a Memorandum of Understanding with the Federal Bureau of Prisons.
17. **CDS** – Controlled Dangerous Substance.
18. **CCHU** – The Department's Correctional Centralized Hiring Unit.

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19. **Central Maryland** – The area of Maryland consisting of Anne Arundel, Baltimore, Carroll, Harford and Howard counties, and Baltimore City.
20. **Chesapeake Regional Information Sharing for Patients or CRISP** - A Statewide health information exchange system.
21. **CIWA** - Clinical Institute Withdrawal Assessment, a tool used to measure withdrawal complications related to alcohol.
22. **CLIA** - Clinical Laboratory Improvement Amendments.
23. **Clinical Pharm. D.** - An individual who has obtained a Doctorate of Pharmacy Degree who provides direct-patient care by performing comprehensive clinical Assessments as they relate to medication needs and collaborates with the integrated healthcare team to provide quality patient care that advances the treatment or prevention of disease.
24. **Clinician** - A Physician, Certified Registered Nurse Practitioner, or Physician's Assistant.
25. **CMHC or Correctional Mental Health Center** - A licensed mental health unit that houses Inmates who require inpatient psychiatric care.
26. **Collegial Review** - A review conducted by a Clinician with equal or greater credentials and skills of services (diagnoses, treatments, documentation, etc.) than those provided by a practicing Clinician.
27. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
28. **Confidential Information** - Any data, files, software, information, or material (whether prepared by the Department or its agents or advisors) in oral, electronic, tangible, or intangible form, however stored, compiled, or memorialized that is classified confidential as defined by the Department. Examples of Confidential Information include, but are not limited to, medical and mental health records, inmate base files, technology infrastructure and data, financial data, trade secrets, equipment specifications, user lists, passwords, and research data. The Department does not need to separately mark or identify information that should be known to be Confidential Information (e.g., personally identifiable information of any nature).
29. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
30. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works.
31. **Contract Period** - The length of time the Contractor must maintain the same Monthly Price. There are five Contract Periods covered by this Contract. The first Contract Period begins on the Go Live Date and continues for 12 months. The four Contract Periods following the first Contract Period shall each be for one year.
32. **Contract Manager** – The DPSCS Contract Manager.
33. **Contractor** – The selected Offeror that is awarded a Contract by the State.

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34. **Contractor's Contract Manager** – A representative appointed by the Contractor who works from an office located in Central Maryland and is responsible for the daily management and administrative functions of the Contract at the various facility locations from the Contractor's perspective.
35. **Contractor's Statewide Medical Director** - The physician appointed by the Contractor who is primarily responsible for the delivery of medical services under the Contract, serves as the primary contact for the DPSCS Chief Medical Officer and provides guidance, leadership, oversight, and quality assurance of the Contractor's Regional Medical Directors and Staff. The Contractor's Statewide Medical Director shall be physically located in Central Maryland.
36. **COWS** - Clinical Opiate Withdrawal Scale, a tool used to evaluate the extent of withdrawal related to opiates.
37. **CPR** – Cardiopulmonary Resuscitation.
38. **QI or Continuous Quality Improvement** – A quality management process that includes continuous assessment of the clinical care in individual cases with a goal of improving the delivery and quality of health care services.
39. **CRNP** - Certified Registered Nurse Practitioner.
40. **Custody** – As appropriate, either (1) DPSCS personnel who are part of the security operations (i.e., guards, wardens, etc.) or (2) the status of an inmate who has been committed to the jurisdiction of the Department as an Inmate.
41. **Day or Days** – Calendar day or days.
42. **Decompensation** - The deterioration of an Inmate's existing defense mechanisms, which may occur due to fatigue, stress, illness, or old age.
43. **DEA** – The United States Drug Enforcement Administration.
44. **Department** – Department of Public Safety and Correctional Services.
45. **Department Medical Advisory Council** – A group of interdisciplinary professionals who review any problematic areas which are brought to the attention of the facility management staff (e.g., Warden, Chief of Security, Assistant Warden, Case Management, and psychology staff). Council membership may include representatives from the Contractor (both Medical and Utilization Management) and representatives from Other Healthcare Contractors who meet to exchange information and to address issues in the delivery of Inmate care.
46. **DHMH** - The Maryland Department of Health and Mental Hygiene.
47. **Dispensary** - An area in a DPSCS facility from which medical supplies and medications are administered and/or given in clinical processes such as sick call, chronic care clinics, etc.

48. **DME or Durable Medical Equipment** - Equipment that provides therapeutic benefits to a patient in need because of certain medical conditions and/or illnesses, including, but not limited to, prosthetics, braces, special shoes, glasses, hearing aids, orthopedic devices, and wheelchairs.
49. **DOC or Division of Correction** - A unit within DPSCS responsible for operating the State's prison system as set forth in Title 3 of the Correctional Services Article of the Annotated Code of Maryland.
50. **DON** – Director of Nursing, either the Contractor's or the Department's.
51. **DPDS or Division of Pre-Trial Detention and Services** – The unit within DPSCS responsible for operating the following facilities in Baltimore City: BCBIC, CDF, MTC and the Baltimore Pre-Trial Complex that includes the Annex, the Jail Industries Building, and the Wyatt Building.
52. **DPSCS** – The Department of Public Safety and Correctional Services.
53. **DPSCS or Department Chief Medical Officer** - The DPSCS physician employee who has final authority for clinical issues under the Contract.
54. **DPSCS or Department Contract Manager** - The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Department Contract Manager may authorize in writing one or more State representatives to act on behalf of the Department Contract Manager in the performance of the Department Contract Manager's responsibilities.
55. **DPSCS or Department Director of Nursing** – The DPSCS employee nurse who supervises other Department nurses.
56. **DPSCS Manager/Director** - The Department Contract Manager, Chief Medical Officer, or Director of Nursing, and/or a designee of any of them.
57. **e-MAR or Electronic Medication Administration Record** - The electronic component of the ePHR used specifically to document the nursing administration of medication orders by the Clinician.
58. **Emergency** - A medical situation involving any individual on the grounds of any DPSCS facility that requires immediate medical attention to prevent serious injury or death.
59. **eMM** – eMaryland Marketplace, an electronic commerce system administered by the Maryland Department of General Services.
60. **EPHR or Electronic Patient Health Record** - The electronic portion of the Inmate's medical record that includes documentation for all Medical, Mental Health, Dental, and Pharmacy services provided to the Inmate.

61. **Episode** - A single admission to an Off-site medical facility including transfers from one Off-site medical facility to another, whether it is a facility of the same medical provider or a different medical provider, resulting from the same condition.
62. **Extraordinary Care** - Care rendered beyond sick call or routine illness or treatment for a chronic condition. Extraordinary Care includes, but is not limited to, all specialty care (On and Off-site), all Off-site inpatient care, treatment for Hepatitis C, all Emergency transportation and Emergency treatment, all DME (including prostheses, wheelchairs, glasses, etc.) whether temporary or permanent, dialysis (whether On or Off-site), and any special equipment required for treatment (such as special hospital beds, etc.).

NOTE: Extraordinary Care generally refers to services that cannot be rendered in DPSCS facilities which require extended care (e.g., intubated patients). Extraordinary Care includes all services that under ordinary circumstances would be the responsibility of Other Healthcare Contractors.
63. **Fill Rate** - The monthly percentage of hours filled for each position for each facility compared to the number of hours that would have been provided if, during the month, all positions in the Contractor's staffing plan were filled and all Staff worked the number of hours indicated in the then current approved staffing plan.
64. **First Line Staff** - Direct care Staff who initiate the triage and treatment of Inmates On-site.
65. **Formulary** - Listing of medications approved by the P&T Committee for dispensing and administration to Inmates within DPSCS.
66. **Go-Live Date** - The date specified in the Notice to Proceed when the Contractor must begin providing all services required by this RFP.
67. **Healthcare Professional** - Individuals who provide clinically related services including, but not limited to, Audiologists, Certified Dialysis Technicians, LPNs, Occupational and Physical Therapists, Optometrists, Radiology technicians, Registered Health Information Technicians, RNs, clerks, technicians and support staff. Healthcare Professional does not include a Clinician.
68. **Heat Stratification Category** - A classification assigned to identify an Inmate's susceptibility to heat related illness or injury because of a medical or mental health condition or use of specified prescription medication.
69. **Hemoglobin A1C** - A form of hemoglobin which is measured primarily to identify the average plasma glucose concentration over prolonged periods of time.
70. **HCV** - Hepatitis C Virus.
71. **HIPAA** - Health Insurance Portability and Accountability Act.
72. **HIV** - Human Immunodeficiency Virus.
73. **History** - An account of an Inmate's past and present state of health obtained from the Inmate.

74. **Holidays** - State Holidays and other days when the State as a whole is closed. State Holidays can be found at: <http://dbm.maryland.gov/employees/Pages/StateHolidays2017.aspx>
75. **Hospital-Based Inpatient Care** - Admission to an Off-site medical facility.
76. **IMMS - Intake** - Initial Medical and Mental Health Screening form.
77. **Infirmiry** - An area in a DPSCS facility from which Inmates are monitored and/or treated clinically for conditions that require inpatient observation and/or hospital processes that would be part of disease management, including medication administration, IV therapy, etc.
78. **Inmate** - Any person sentenced to Custody or incarcerated within any of the facilities or institutions of the Department, any Arrestee in the Custody of DPDS whether committed or not committed to DPDS, including Bedside Commitments, any alleged parole violator in the Custody of DPSCS, and any person otherwise held in any DPSCS facility, regardless of jurisdiction of original commitment.
79. **Inmate Medical Services Internal Audit Unit** - The DPSCS unit responsible for monitoring all expenditures under the Contract resulting from this RFP.
80. **INR or International Normalized Ratio** - A system established by the World Health Organization and the International Committee on Thrombosis and Hemostasis for reporting the results of blood coagulation (clotting) tests. All results are standardized using the international sensitivity index for the particular thromboplastin reagent and instrument combination utilized to perform the test.
81. **Intake Screening** - The initial medical screening process of an Inmate using the IMMS form.
82. **Interstate Compact Inmate** - Inmates from another state who are housed in Maryland pursuant to the rules of the Interstate Corrections Compact.
83. **Key Personnel** - Key Personnel of the Contractor include: the Statewide Medical Director, the UM Medical Director, Contractor's Statewide Contract Manager and regional managers (if the Contractor proposes to use such positions), regional medical directors, Statewide and regional nursing directors, CQI Director, Statewide Director of Re-Entry, Statewide Director of Infection Control, and any other personnel identified by the Offeror in its Proposal as being essential to the work being performed under the Contract. Key Personnel includes subcontractor personnel and independent contractors who are proposed for one of the specified positions or who are identified in the Contractor's proposal as Key Personnel.
84. **KOP** - Medication(s) that Inmates are required to Keep On Person.
85. **Line Staff** - Direct care Staff responsible for the day to day operations of clinical activities directly impacting processes that support On-site Inmate care.
86. **Local Inmate** - An individual held in a correctional facility operated by a Maryland county other than Baltimore City.
87. **Local Time** - Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

88. **LPN - Licensed Practical Nurse.**
89. **Maintaining Facility** - Any correctional facility within the DPSCS that houses Inmates in a setting other than reception processing.
90. **Management Associate** - The individual assigned to the Department's Contract Manager, Chief Medical Officer, or Director of Nursing as indicated in each section, responsible for gathering data reports and other documents.
91. **MCCS or Maryland Commission on Correctional Standards** - The DPSCS unit that is responsible for recommending and enforcing through inspection standards for State and local correctional facilities as established and governed by the Correctional Services Article of the Maryland Annotated Code.
92. **MAR or Medication Administration Record** - A document in the Inmate's permanent paper medical record that serves as a legal record of the medications administered to an Inmate at a facility.
93. **MBE or Minority Business Enterprise** - Any legal entity defined by COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation as provided under COMAR 11.01.10.01.
94. **Medication Room** - A secured area in which medication and medication carts are stored and secured, along with the secure storage of narcotics.
95. **Medical Co-Pay** - The amount Inmates must pay for access to certain types of routine medical services.
96. **MIEMSS** - Maryland Institute for Emergency Medical Services Systems.
97. **MOU** - Memorandum of Understanding.
98. **MRSA** - Methicillin resistant staphylococcus aureus, a bacterial infection that is highly resistant to some antibiotics.
99. **MTC** - Metropolitan Transition Center
100. **NCCCHC or National Commission on Correctional Health Care** - The national organization of correctional officials that promulgates standards related to medical services in prisons and jails.
101. **NextGen™** - The proprietary name and identification of the EPHR system currently utilized by DPSCS. DPSCS is currently using NextGen 5.6.9.12.
102. **Non-Formulary** - Any drug that is not included in the Formulary.
103. **NTP or Notice to Proceed** - A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the

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actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

104. **OCMS** - The Department's computerized Offender Case Management System which includes Inmate demographic and facility location information and the IMMS. OCMS is a web based system built on .net technology and sitting on an Oracle database.
105. **Offeror** - An entity that submits a Proposal in response to this RFP.
106. **Off-site** - Any location that is not On-site.
107. **Off-site Secondary Care** - All emergency room services, inpatient hospitalizations, associated physician services and related diagnostic procedures associated with the inpatient hospitalization, specialty consultations (e.g., orthopedic, dermatology, etc.) and clinics not provided at a Department location, ambulatory outpatient services, and outpatient Off-site diagnostic testing (e.g., CT scan, MRI, etc.).
108. **On-site** - Physically on the premises of a Department facility.
109. **Other Healthcare Contractors** - Any or all of the entities under contract with the Department for the delivery of Dental, Mental Health or Pharmacy services to Inmates under the jurisdiction of the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Dental Contractor, Mental Health Contractor and Pharmacy Contractor.
110. **PA** - Physician's Assistant.
111. **Patient Care Conference** - A multidisciplinary (e.g., physician, nursing, Case Management, social work, Custody, and mental health representatives) conference initiated when there is a complex patient problem requiring multidisciplinary intervention, which is convened by the Contractor's Statewide or Regional Medical Director, the Mental Health Contractor's State Mental Health Director or Regional Psychiatrists, the DPSCS Chief Medical Officer, the DPSCS Director of Mental Health or the DPSCS Director of Nursing.
112. **Patient Health Record** - EPHR and hard copy records of health care services provided to an Inmate as required per Department policy and procedure including any records received from any external healthcare treatment facility, created by Other Healthcare Contractors and any employees, subcontractors, or specialists working for the Contractor or Other Healthcare Contractor.
113. **Patuxent Institution** - The prison within the Department for Inmates committed under sentence to the Commissioner of Correction, but who are found eligible for one of Patuxent's programs targeted to the needs of chronic offenders. Governance of Patuxent is in accordance with Title 4 of the Correctional Services Article, Maryland Annotated Code. Patuxent is independent of the Division of Correction. However, DOC Inmates may be incarcerated at Patuxent even when not admitted to one of the Patuxent remediation programs.
114. **P&T Committee** - The Department's Pharmacy and Therapeutics Committee.

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115. **PPD - Purified Protein Derivatives.**
116. **PREA - The 2003 Federal Prison Rape Elimination Act (as may be amended) supporting the prevention, reduction, and elimination of sexual violence in US prisons.**
117. **Pre-Release Facility - A facility designed for programs associated with release planning for inmates who will be returning to the community within the near future.**
118. **Procurement Officer - Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.**
119. **Proposal - As appropriate, either or both of an Offeror's Technical or Financial Proposal.**
120. **Reception - Any facility or process associated with the housing and receipt of Inmates being processed through or sentenced to DPSCS jurisdiction.**
121. **RFP - This Request for Proposals issued by the Department of Public Safety.**
122. **RPR - Rapid Plasma Reagin, a screening test for syphilis.**
123. **RN - Registered Nurse.**
124. **Route - Means of administering medication.**
125. **Service Delivery Area or SDA - A geographically designated region into which the State is divided for purposes of managing Inmate health care services. Institutions and their SDAs are listed in Attachment Q.**
126. **Sentenced - An individual who is the subject of a judgment of conviction signed by a judge.**
127. **7 Day Intake Physical - The comprehensive physical examination of Inmates that occurs within 7 days of Inmates entering DPSCS facilities from the community.**
128. **Sheltered Beds - Beds assigned within an Infirmary to Inmates who are unable to perform activities of daily living without assistance.**
129. **Sick Call Slip - A slip that the Inmate completes when requesting medical services.**
130. **SIR or Serious Incident Report - The DPSCS form for reporting serious incidents.**
131. **Special Confinement Populations - Any population housed together within a correctional facility, subject to restrictions within the facility due to its status. Special confinement populations include, but are not limited to, disciplinary segregation, administrative segregation, protective custody, and maximum security level 2 structured housing.**

132. **Special Needs Unit - A unit that has been established for mental health purposes for Inmates who suffer from a mental disorder, have demonstrated difficulty functioning within a general population setting and require services beyond chronic care clinics but less than that required for Inmates in CMHCs. Currently, there are four Special Needs units; a Maximum Security Facility located at North Branch Correctional Institution, a Maximum Security Facility located at MCIW, a Medium Security Facility located at Roxbury Correctional Institution, and a Pre-Trial Facility located at BCBC.**
133. **Staff - The Contractor's employees, subcontractors, the employees of a subcontractor, and specialists, and consultants used by the Contractor.**
134. **Start-up Period - The time between the Contract Commencement Date and the Go-Live Date during which the Contractor shall perform start-up activities necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date.**
135. **Stat - Immediately.**
136. **State - The State of Maryland.**
137. **STI - Sexually Transmitted Infection.**
138. **Super Users - Contractor Staff with an enhanced level of training and skills in the application of the EPHR who act as problem-solvers for system inquiries at the facility level.**
139. **TB - Tuberculosis.**
140. **Telemedicine - The remote diagnosis and treatment of medical and mental health conditions using technology.**
141. **Total Proposal Price - The Offeror's total proposed price in response to this solicitation, included in the Financial Proposal with Attachment F - Financial Proposal Form, and used in the financial evaluation of Proposals.**
142. **Treatment Plan - The planned course of treatment recorded in a specific Inmate's medical record.**
143. **UM or Utilization Management Program - Preapproval process approving or denying outpatient services and Extraordinary Care.**
144. **UM Medical Director - A Maryland licensed physician provided by the Contractor and assigned solely to review utilization of services under the Contract and who shall be physically located in the Contractor's Maryland office and shall have authority over all utilization issues.**
145. **UMMS - University of Maryland Medical System.**
146. **Use of Force - A response to any incident in which legal deterrent force was required to be applied.**

147. VSBE – A Veteran-owned Small Business Enterprise verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a veteran-owned small business.
148. Overhead Percentage – A percentage specified in the Offeror's Financial Proposal that includes employee benefits (including the employer share of payroll taxes) and overhead.
149. Stable – An Inmate with a chronic condition who has not had any emergency room visits in the prior 3 months or has not been seen at a sick call clinic in the prior 3 months.
150. CAC or Certified Application Counselor - An individual who holds an application counselor certification issued under § 31-113(r) of the Insurance Article of the Code of Maryland.
151. CACSE or Certified Application Counselor Sponsoring Entity - An entity designated as a sponsoring entity under § 31-113(r) of the Insurance Article of the Code of Maryland.
152. Minimum hourly rate – The minimum hourly rate identified in the Contractor's proposal on Attachment R for each position as adjusted as described in this section. The minimum hourly rate shall be adjusted for each Contract Period after the first Contract Period by the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), the U.S. City Average Consumer Price Index - All Urban Consumers: Medical Care Services ("CPI-U, MCS"), all items, base period 1982-84=100. If the BLS discontinues the use of the CPI-U, MCS index, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be at the sole discretion of the DPSCS Contract Manager. The adjusted minimum hourly rate will be used to calculate liquidated damages for each Contract Period after the first Contract Period. The adjusted minimum hourly rate will be used to calculate liquidated damages for each Contract Period after the first Contract Period.

1.3 Contract Type

The Contract that results from this RFP shall be a combination of the following contract types: (1) a fixed price contract as defined in COMAR 21.06.03.02A(2); and (2) a fixed price incentive contract as defined in COMAR 21.06.03.04A(2).

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works.
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date will be the Contract Start-up Period. During the Start-up Period the Contractor shall perform start-up activities necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.