

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT

FILED
1st JUDICIAL DISTRICT COURT
Santa Fe County
3/14/2019 4:48 PM
STEPHEN T. PACHECO
CLERK OF THE COURT
Tamara Snee

GERALD WILSON,

Plaintiff,

v.

No. D-101-CV-2019-00691

Case assigned to Ortiz, Raymond Z.

**CENTURION CORRECTIONAL
HEALTHCARE OF NEW MEXICO, LLC;
STATE OF NEW MEXICO, NEW
MEXICO CORRECTIONS DEPARTMENT;
JOSE ANDRADE, M.D.; DAVID JABLONSKI;
ANTHONY ROMERO; DAVID SELVAGE;
ORION STRADFORD; STEVE MADRID;
MHM HEALTH PROFESSIONALS, INC.;
and JOHN DOES 1-10, (employees, staff, agents
of New Mexico Corrections Department,
Centurion Correctional Healthcare of New
Mexico, LLC, and/or MHM Health
Professionals, Inc., respectively),**

Defendants.

COMPLAINT FOR MEDICAL MALPRACTICE AND RELATED CLAIMS

COMES NOW, the PLAINTIFF, Gerald Wilson, by and through his attorneys COLLINS & COLLINS, P.C. (Parrish Collins) and GUEBERT BRUCKNER GENTILE, P.C. (Terry R. Guebert, Robert Gentile and David S. Ketai), and for his cause of action states as follows:

PARTIES

1. PLAINTIFF, Gerald Wilson (“PLAINTIFF”), is and was at all times relevant to this complaint, a New Mexico Corrections Department (“NMCD”) inmate.

2. PLAINTIFF, at the time of the original incident as set forth below, was a resident of Guadalupe County Correctional Facility (“GCCF”), an NMCD facility.

3. PLAINTIFF was subsequently relocated to Central New Mexico Correctional Facility (“CNMCF”), and then back to GCCF.

4. PLAINTIFF is currently housed at the NMCD, GCCF in Santa Rosa, New Mexico.

5. Centurion Correctional Healthcare of New Mexico, LLC (“CENTURION”) is a domestic limited liability company registered to do business in New Mexico, whose registered agent for service of process is CT Corporation System, 206 S. Coronado Avenue, Espanola, New Mexico, 87532-2792.

6. Upon information and belief, Dr. Jose Andrade was the presiding doctor and acted as the authorized medical authority in the medical care of PLAINTIFF at all times relevant to this complaint.

7. At all material times, CENTURION acted through its owners, officers, directors, employees, agents or apparent agents, including, but not limited to, administrators, management, nurses, doctors, technicians and other staff, and is responsible for their acts or omissions pursuant to the doctrines of *respondeat superior*, agency and/or apparent agency.

8. CENTURION is responsible for providing medical care to inmates in the NMCD prison system pursuant to a contract with that agency of the State of New Mexico that commenced on June 1, 2016 and continues to the present.

9. Defendants NMCD and GCCF (hereinafter “DEFENDANTS” and/or “STATE”) are entities of the State of New Mexico.

10. GCCF is operated by the State of New Mexico by, under and through NMCD.

11. Defendant State of New Mexico has authorized NMCD to operate the GCCF in Santa Rosa, Guadalupe, New Mexico.

12. NMCD has contracted management of operation of GCCF to GEO Group, LLC, a foreign for profit corporation.

13. At all material times, NMCD acted through its owners, officers, directors, employees, agents or apparent agents, including, but not limited to, administrators, management, nurses, doctors, technicians and other staff, and is responsible for their acts or omissions pursuant to the doctrines of *respondeat superior*, agency and/or apparent agency.

14. NMCD is responsible for contracting of medical services for all NMCD facilities, including GCCF.

15. David Jablonski was serving as the Secretary of Corrections at all times relevant to this Complaint, although he is not currently serving as the Secretary of Corrections.

16. Anthony Romero was serving as Deputy Secretary of Corrections at all times relevant to the Complaint and is currently serving as Acting Secretary of Corrections.

17. David Selvage is, and was at all times relevant to this Complaint, serving as the Health Services Administrator for NMCD.

18. Orion Stradford is, and was at all times relevant to this Complaint, serving as the NMCD Bureau Chief.

19. Steve Madrid is, and was at all times relevant to this Complaint, the individual acting on behalf of NMCD in charge of the NMCD Grievance Process, including the appellate process.

20. Upon information and belief, Jose Andrade, M.D. was the supervising doctor for the GCCF.

21. By the terms of Exhibit A to the Affidavit of Kimberly Rodgers (**Exhibit 1**) is the staffing agreement. According to the Affidavit to which it is attached, MHM Health Professionals, Inc. (hereinafter “MHMHP”) agreed to provide medical personnel to CENTURION for purposes of providing medical services to NMCD inmates, including those medical personnel providing medical services at “facility.”

22. Upon information and belief, MHMHP, is a Delaware for profit corporation.

23. At all material times, MHMHP acted through its owners, officers, directors, employees, agents or apparent agents, including, but not limited to, administrators, management, nurses, doctors, technicians and other staff, and is responsible for their acts or omissions pursuant to the doctrines of *respondeat superior*, agency and/or apparent agency.

24. Upon information and belief, MHMHP is the employer of said medical personnel provided to CENTURION for purposes of providing medical services to NMCD inmates.

25. The State of New Mexico, NMCD and their John Doe employees, staff and agents, including David Jablonski, Anthony Romero, David Selvage, Orion Stradford and Steve Madrid will be referred to herein collectively as “NMCD DEFENDANTS.”

26. CENTURION and its John Doe employees, staff and agents, including Jose Andrade, M.D., will be referred to herein collectively as CENTURION DEFENDANTS.

27. MHMHP and it’s John Doe employees, staff and agents will be referred to herein collectively as “MHM.”

28. Upon information and belief, MHMHP is the employer of said medical personnel provided to CENTURION for purposes of providing medical services to NMCD inmates.

JURISDICTION AND VENUE

29. All acts complained of herein occurred at NMCD correctional facilities in Santa Rosa, Guadalupe County, State of New Mexico.

30. CENTURION's registered agent is in Espanola, New Mexico.

31. The contract for prison medical services between CENTURION and the State of New Mexico was, upon information and belief, executed in Santa Fe, New Mexico.

32. Jurisdiction and venue are proper over CENTURION DEFENDANTS pursuant to NMSA § 38-3-1 (A).

33. This Court has jurisdiction over the subject matter of PLAINTIFF's New Mexico Tort Claims Act claims against the State of New Mexico and NMCD DEFENDANTS under NMSA § 41-4-18 and NMSA § 38-3-1 (A).

34. Jurisdiction over MHMHP is proper in New Mexico State District Court due to lack of complete diversity of named DEFENDANTS under 28 U.S.C.A. § 1332.


35. Jurisdiction over all parties and claims are proper under Article II, § 10 of the New Mexico Constitution and the law of negligence under New Mexico law.

FACTS COMMON TO ALL COUNTS

36. On May 10, 2018, while in the custody of GCCF, PLAINTIFF requested health service for extreme low back pain.

37. PLAINTIFF could not lay, sit or stand.

38. On May 11, 2018, PLAINTIFF presented to clinic in a wheel chair with chief complaint of severe low back pain and the inability to do exercise.

39. On assessment by nurse  on May 11, 2018, PLAINTIFF was found to have right sided low back tenderness.

40. PLAINTIFF had a number of existing health conditions making him vulnerable to infection.

41. Centurion Defendants were aware of the afore-mentioned medical conditions at all times relevant to this Complaint.

42. PLAINTIFF had unsteady gait, but was able to stand and walk short distances.

43. PLAINTIFF was started on Acetaminophen, warm compress and advised to avoid exercise.

44. PLAINTIFF was informed that per protocol, he would be referred to the MD on a third visit.

45. On May 13, 2018, PLAINTIFF presented again with severe back pain.

46. PLAINTIFF was unable to walk or get out of the bed.

47. Dr. Andrade advised urine analysis, which was negative.

48. Dr. Andrade failed to conduct a neurological examination.

49. Dr. Andrade advised PLAINTIFF to continue Ibuprofen and Acetaminophen after his meals.

50. On May 14, 2018, PLAINTIFF presented to Katherine Allen, NP with headache and vomiting since 0400 hours in morning.

51. PLAINTIFF was given Phenergan and the headache subsided.

52. At that same visit, PLAINTIFF complained of low back ache radiating to right lower limb.

53. PLAINTIFF was diagnosed with acute sciatica.

54. PLAINTIFF was prescribed Toradol and Flexeril.

55. PLAINTIFF was returned to his cell in a wheelchair.

56. On May 15, 2018, PLAINTIFF again presented with severe back pain, nausea and headache.

57. PLAINTIFF was complaining that he was not being referred out to an ER for severe low back pain even though it had been ongoing since May 10, 2018.

58. PLAINTIFF was given Phenergan for nausea and vomiting with use of Suboxone and was advised to continue for the next 7 days.

59. On May 18, 2018, as PLAINTIFF was unable to stand, he was transported to medical via wheelchair for severe back pain with radiation to right leg, tingling and numbness in his legs and leg weakness.

60. PLAINTIFF was then diagnosed with lumbar strain.

61. Again, PLAINTIFF complained that he was not being properly referred to outside medical providers for severe low back pain even though it had been present since May 10, 2018.

62. Urine analysis done on May 18, 2018 was negative.

63. Again, no neurological testing was conducted.

64. On May 21, 2018, PLAINTIFF again presented with severe back pain with radiation to his right leg.

65. PLAINTIFF was then assessed with acute sciatica and disc avulsion.

66. PLAINTIFF was put on Ciprofloxacin and planned for x-ray sacral spine and suggested to take MRI if pain persisted.

67. No neurological testing was conducted.

68. On May 24, 2018 lumbar spine x-ray illustrated mild lumbar spondylosis.

69. On May 28, 2018, PLAINTIFF requested health service for extreme low back pain that had been ongoing since May 10, 2018.

70. On May 30, 2018, PLAINTIFF was to return to medical, but there was a cancellation of the appointment due to health maintenance.

71. On June 1, 2018, PLAINTIFF again presented with extreme back pain radiating to legs and stated that medications helped him to relieve pain temporarily.

72. Instead of a proper referral for diagnostic testing, PLAINTIFF was educated and demonstrated stretching exercises for pain and advised to return to clinic if he developed new or worsening symptoms.

73. Urine analysis done on June 1, 2018, was negative.

74. No neurological testing was conducted.

75. On June 4, 2018, PLAINTIFF presented to Katherine Allen, NP with severe back pain radiating to legs associated with numbness.

76. PLAINTIFF reported that the pain keeps him awake at night.

77. It was noted that PLAINTIFF had frequent wheelchair usage.

78. There was numbness of right thigh and left foot.

79. There was decreased strength of left foot flexion.

80. The straight leg raising was positive at 70 degrees.

81. PLAINTIFF was diagnosed to have lumbar disc avulsion and prescribed prednisolone.

82. Katherine Allen, NP suggested MRI.

83. No MRI was conducted.

84. Labs done on June 4, 2018, demonstrated high Gamma Glutamyl Transpeptidase GGT (78), immature granulocytes (2.5), platelet count (610) and low MCH (25.3), MCHC (31.5).

85. There is no record of CBC/ESR/CRP.
86. On June 9, 2018, PLAINTIFF presented to ~~Dr. [unclear]~~ with back pain radiating to legs.
87. On assessment, there was contradicting information.
88. PLAINTIFF was slow on wheelchair prior to the neuro check and increased speed and strength thereafter.
89. On June 12, 2018 and June 13, 2018, PLAINTIFF requested health service for extreme pain in low back which was worsening.
90. On June 13, 2018, PLAINTIFF presented with complaints of lower back and right leg pain since 1 month.
91. PLAINTIFF was again diagnosed with lumbar strain.
92. On June 18, 2018, PLAINTIFF presented to Katherine Allen, NP for back pain and leg pain.
93. PLAINTIFF had relief with Prednisolone. MRI and consult request was submitted.
94. On June 20, 2018, PLAINTIFF requested health service for severe back pain.
95. PLAINTIFF could not walk and he relied on his cellmate for help getting his food trays.
96. PLAINTIFF stated that four different reasons were given for his back pain from medical faculty at GCCF: pulled muscle, sciatic nerve, kidney infection and slipped disc.
97. PLAINTIFF's pain was worsening and he reported it as unbearable most of the time.

98. On June 22, 2018, PLAINTIFF consulted Khanap HSA, for wheel chair and medication.

99. PLAINTIFF continued to complain of severe pain in his right hip radiating down his leg.

100. PLAINTIFF was confined to a wheelchair for ambulation.

101. PLAINTIFF was advised to ambulate short distances, exercise as tolerated.

102. On June 27, 2018, PLAINTIFF complained of sharp pain in right leg.

103. On assessment by Shilton Jordan, there was right lumbar spasm, unable to bear weight and sensation was intact.

104. PLAINTIFF was diagnosed with lumbago with sciatica for which he was given trigger point injection.

105. PLAINTIFF was advised fasting and postprandial glucose testing.

106. On July 3, 2018, 54 days after first reporting severe back pain on May 10, 2018, PLAINTIFF was referred to Guadalupe County Hospital for MRI.

107. MRI performed on July 3, 2018, demonstrated discitis and osteomyelitis at L5-S1, epidural abscesses at L5 level as well as distal to the caudal thecal sac at the S1 level.

108. The MRI also showed soft tissue collection anteriorly extending to right psoas muscle, hydroureter and hydronephrosis.

109. PLAINTIFF was referred to University of New Mexico Hospital for evaluation of discitis and osteomyelitis.

110. On July 3, 2018, Shadi Mayasy, M.D. of University of New Mexico Hospital admitted PLAINTIFF after Ortho Spine consultation.

111. Dr. Mayasy ordered orthostatic vitals and bolus as needed and sepsis protocol was initiated.

112. Blood cultures were taken and PLAINTIFF was started on Vancomycin and Zosyn.

113. On July 3, 2018, PLAINTIFF presented to Wilfredo Henriquez, M.D. with complaints of back pain since May 10, 2018.

114. PLAINTIFF had sharp pain at the right hip radiating down to the posterior calf of his right leg and his symptoms have been progressively getting worse since the onset, worse with movement and when laying on the ipsilateral side.

115. PLAINTIFF reported as an active IV drug user mostly consuming Suboxone as an intravenous way and has been doing so for the past 3 years with last day of consumption being 4 days ago.

116. On examination PLAINTIFF was positive for fatigue, positive for right sided back pain including right lower extremity with occasional symptoms at left lower extremity.

117. On admission PLAINTIFF was found to have a WBC of 15.4, tachycardia and positive imaging findings from Outside Hospital.

118. PLAINTIFF was assessed with severe sepsis from discitis and osteomyelitis at L5/S1 levels.

119. On July 4, 2018, PLAINTIFF was examined by Urvij Modhia, M.D.

120. On assessment, PLAINTIFF had significant pain with flexion and bending of his lumbar spine with intact neurology.

121. X-ray lumbar spine done on July 4, 2018, demonstrated no significant change in alignment of discitis, osteomyelitis at L5-S1.

122. CT lumbar spine taken on July 4, 2018, demonstrated destructive discitis osteomyelitis centered at L5-S1 with extensive soft tissue infection including large epidural abscess, left posterior paraspinous abscess, multifocal right psoas abscesses, right presacral abscesses, and right gluteal/piriformis abscesses.

123. There was right greater than left mild hydronephrosis with ureters coursing through the region of the infection.

124. On July 5, 2018, PLAINTIFF consulted Travis Hughes, M.D. for right sided leg pain for options, including surgery.

125. PLAINTIFF was advised operative irrigation and debridement with laminectomies and possible fusion and recommended IR aspiration to guide antibiotic coverage.

126. Since, PLAINTIFF was on IV Vancomycin/Zosyn, given the low chance of positive culture after antibiotics, IR aspiration was postponed until July 9, 2018.

127. MRI lumbar spine done on July 6, 2018, demonstrated discitis/osteomyelitis centered at the L5/S1 level with destructive changes about the L5-S1 disc including erosion and partial collapse of the L5 and S1 vertebra.

128. The epidural abscess centered at the L5 level resulted in severe spinal canal stenosis.

129. There was paraspinous extension of infection including extensive paraspinous phlegmon, right psoas abscess, persistent and left posterior paraspinous abscess.

130. There was mild right hydronephrosis likely reactive secondary to the right psoas abscess.

131. PLAINTIFF underwent L4-pelvis posterior spinal fusion, L5 laminectomy and L5-S1 discectomy performed by Urvij Modhia, M.D. on July 7, 2018.

132. The blood culture done on July 3, 2018, demonstrated pan-sensitive *Klebsiella pneumoniae*, for which he was treated.

133. On July 8, 2018, PLAINTIFF reported to Dr. Modhia numbness to right small and ring finger extending up into forearm.

134. PLAINTIFF was diagnosed to have ulnar nerve compression secondary to positioning.

135. PLAINTIFF was advised upright lumbar spine x-rays to evaluate post op fusion.

136. The abscess - culture and sensitivity done on July 9, 2018, demonstrated continuing *Klebsiella pneumoniae*.

137. On July 10, 2018, Dr. Hughes prescribed LSO to restrict motion in the lumbar spine and provide lumbar support.

138. On July 10, 2018, PLAINTIFF was evaluated by Dr. Jordan Foreman (urology specialist) to rule out potential etiology of infection as urologic since patient had bilateral hydronephrosis “near his infection” and patient grew *Klebsiella* in his wound on multiple different cultures.

139. On review of PLAINTIFF’s CT scan, he had right greater than left hydronephrosis that was distal to PLAINTIFF’s infection and in the setting of hydronephrosis bilaterally with a distended bladder, it was likely that the etiology was possibly neurologic in origin from spinal issues.

140. X-Ray lumbar spine done on July 10, 2018, demonstrated post-surgical changes with intact hardware and L5-S1 osteomyelitis/discitis.

141. On July 10, 2018, retroperitoneum ultrasound revealed mild right pelviectasis with no significant hydronephrosis.

142. CT lumbar spine done on August 7, 2018, demonstrated discitis/osteomyelitis centered at the L5-S1 level with overall improved inflammatory changes in the right psoas muscle, paraspinous soft tissues at the L5-S1 level and probably resolved collection in the dorsal paraspinous soft tissues at S1.

143. The epidural collection centered at the L 5 level was difficult to evaluate with the given degree of streak artifact.

144. On August 7, 2018, PICC dressing was removed and PLAINTIFF was found to be stable enough for discharge back to prison.

145. PLAINTIFF was hospitalized from July 3, 2018 to August 7, 2018 as a result of the lack of proper medical care while in the custody of GCCF.

146. Upon information and belief, Medicaid and/or Medicare paid the medical costs associated with the gross medical negligence and wanton, willful and reckless disregard for the health and safety of PLAINTIFF.

147. There were numerous deviations from the standard of care by CENTURION DEFENDANTS, including:

- a. Numerous failures to conduct clearly indicated neurological examinations;
- b. Numerous failures to conduct appropriate lab testing, numerous failures to order necessary imaging;
- c. Failures to properly interpret imaging that was taken;
- d. Failure to consider PLAINTIFF's medical history;
- e. Failure to consider PLAINTIFF's intravenous drug use;
- f. Failure to consider the high risk of infections in correctional settings;
- g. Failure to consider or deliberate ignorance of clear signs of infection;

h. Failure to consider the outbreak of spinal infections among numerous NMCD inmates under the care of CENTURION DEFENDANTS; and

i. Failure to conduct a differential diagnosis.

148. These failures resulted in an inexcusable delay in referring PLAINTIFF to the ER for evaluation.

149. These failures resulted in an unnecessary and costly 35-day hospital stay.

150. These failures resulted in hospital bills at University of New Mexico Hospital and Guadalupe General Hospital of \$135,847.95.

151. Upon information and belief, the University of New Mexico Hospital bills associated with PLAINTIFF's care were covered by Medicaid and Medicare.

152. PLAINTIFF has suffered permanent and debilitating spinal injuries as a result of the failures of CENTURION DEFENDANTS for which he will suffer a lifetime of pain and disability.

153. The State of New Mexico and NMCD have a non-delegable duty to provide for proper, necessary and competent medical care for all inmates in the care of NMCD.

154. NMCD is responsible, on behalf of the State of New Mexico, for the provision of proper, necessary and competent medical care of NMCD inmates, including those at the GCCF and for PLAINTIFF.

155. NMCD contracted with CENTURION for the provision of medical services to NMCD inmates.

156. CENTURION, by the terms of the General Services Contract, #16-770-1300-0097 (hereinafter "GSC"), was contracted by NMCD for the purposes of providing medical care to inmates in the NMCD prison system, including PLAINTIFF.

157. The term of the GSC began on June 1, 2016 and continues to the present.

158. By contract with the State of New Mexico, CENTURION is responsible for medical care to inmate patients at the GCCF, including PLAINTIFF.

159. The GSC delegation of responsibility for medical care to NMCD inmates does not lessen the duties of the State of New Mexico or NMCD to insure proper, necessary and competent medical care to NMCD inmates.

160. NMCD's duty to provide proper, necessary and competent medical care to NMCD inmates remains intact despite the assignment of said duties to outside contractors, including CENTURION.

161. NMCD DEFENDANTS failed to enforce critical terms of the GSC essential to the protection of the health and safety of NMCD inmates.

162. NMCD DEFENDANTS failed to hold CENTURION to the standards of the ACA or NCCHC.

163. NMCD DEFENDANTS failed to hold CENTURION to the standard of care under New Mexico law.

164. NMCD DEFENDANTS failed to establish any standard of care for CENTURION's provision of medical care for NMCD inmates.

165. NMCD DEFENDANTS failed to properly oversee, monitor, supervise and manage CENTURION's operation of medical facilities and provision of medical services to GCCF inmates, including PLAINTIFF.

166. NMCD DEFENDANTS failed to take corrective action against CENTURION despite clear knowledge of the negligent and reckless provision of medical care by CENTURION.

167. Instead, in conspiracy with CENTURION, NMCD routinely denies medical grievances and upon information and belief has not found in favor of an inmate since at least 2012. David Jablonski and Anthony Romero were responsible and did set the tone, customs and standards for the routine denial of inmate medical care.

168. David Jablonski and Anthony Romero breached their responsibilities for overseeing the provision of the medical care under the GSC with CENTURION.

169. David Selvage, as Health Services Administrator, breached his responsibilities for management of medical services, including oversight and enforcement of the GSC.

170. Orion Stradford, as Bureau Chief, was directly responsible for the oversight and management of the GSC.

171. Orion Stradford breached his duties to properly manage the GSC allowing CENTURION to repeatedly violate the medical standards under the ACA, NCCHC and New Mexico law.

172. Steve Madrid, as the Grievance Manager Administrator, has created, implemented and maintained a grievance process that routinely denies the Due Process rights of inmates to administrative remedies.

173. Steve Madrid did so create, implement and maintain said defective grievance process for the purpose of denying inmates their rights to adequate medical care.

174. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION and MHM has led to the routine denial of basic medical care to inmates, including PLAINTIFF.

175. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION and MHM has led to the routine denial of basic infection control among inmates, including PLAINTIFF.

176. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION DEFENDANTS and MHM DEFENDANTS has led to the routine denial of basic infection control.

177. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION DEFENDANTS and MHM DEFENDANTS has led to the routine denial of basic minimal healthcare.

178. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION DEFENDANTS and MHM DEFENDANTS has led to the routine denial of basic infection control.

179. The collective behavior of the aforementioned NMCD DEFENDANTS in conspiracy with CENTURION DEFENDANTS and MHM DEFENDANTS has led to a failure to provide basic infection control which has led to multiple very serious spinal infections to include multiple cases of diskitis, osteomyelitis, and sepsis.

180. These repeated inmate infections have resulted in extensive and permanent injuries to inmates, including PLAINTIFF, and at least one death.

181. These cases of spinal diskitis, osteomyelitis, and sepsis represent a pattern of severe, callous, wanton, willful and deliberate indifference to the health, safety and lives of inmates, including PLAINTIFF.

COUNT I
MEDICAL MALPRACTICE AND NEGLIGENCE
(CENTURION DEFENDANTS)

182. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

183. In undertaking the diagnosis, care and treatment of PLAINTIFF, CENTURION, its employees, staff and agents were under a duty to possess and apply the knowledge, skill, and care that is used by reasonably well-qualified healthcare providers in the local community.

184. CENTURION, its employees, staff and agents breached their duties and were negligent in the management of PLAINTIFF's health and well-being.

185. CENTURION's negligence, errors, acts and omissions include, but are not limited to:

- a. Failure to establish, maintain and enforce infection control guidelines and standards;
- b. Failure to evaluate, treat and manage PLAINTIFF's spinal infection;
- c. Failure to take the reasonable steps to acquire proper treatment of PLAINTIFF;
- d. Failure to refer PLAINTIFF to appropriate specialists;
- e. Failure to develop, employ, and follow appropriate policies and procedures with regard to the assessment, treatment, and management PLAINTIFF's spinal infection;
- f. Failure to provide PLAINTIFF with necessary and proper pain management; and
- g. Failure to protect and preserve the health of PLAINTIFF.

186. As a direct and proximate result of the negligent acts and omissions CENTURION, its employees, staff and agents, PLAINTIFF suffered a rapid and significant deterioration in his health, along with physical, emotional, and psychological pain and suffering not presently determinable, but to be proven at the time of trial.

187. CENTURION, its employees, staff and agent's failures to assess, treat and manage PLAINTIFF's spinal infection was reckless and wanton with utter disregard for the safety and welfare of PLAINTIFF, for which PLAINTIFF is entitled to punitive damages.

**COUNT II
NEGLIGENCE
(All Defendants)**

188. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

189. NMCD DEFENDANTS negligently failed to oversee CENTURION in the provision of medical care to NMCD inmates, which contributed to PLAINTIFF's injuries.

190. NMCD DEFENDANTS failed to take corrective action against CENTURION in clear face of recurrent and consistent negligent and reckless medical care to NMCD inmates which contributed to PLAINTIFF's injuries.

191. NMCD and CENTURION are entrusted with the medical care of New Mexico inmates who have no other source of medical care.

192. CENTURION's medical staff at GCCF lacked sufficient expertise to assess, treat and manage PLAINTIFF's health conditions.

193. CENTURION has a duty under the GSC, ACA and NCCHC to properly refer PLAINTIFF to be seen by a physician who could effectively treat him.

194. NMCD DEFENDANTS negligently failed to enforce critical terms of the GSC, including but not limited to, failure to compel GCCF and/or CENTURION to obtain accreditation by the ACA and NCCHC which contributed to PLAINTIFF's injuries.

195. NMCD DEFENDANTS negligently failed to ensure that CENTURION hire, train and supervise its medical providers, staff, employees and agents.

196. NMCD DEFENDANTS negligently failed to ensure that CENTURION hire competent medical providers, employees, staff and agents.

197. NMCD DEFENDANTS negligently, intentionally and knowingly interfered in the inmate grievance process with a pattern and practice of routine denial of medical grievances without due consideration of the facts and circumstances of the grievances, which contributed to PLAINTIFF's injuries.

198. NMCD DEFENDANTS negligently failed to hold CENTURION to standards and guidelines of the ACA or NCCHC.

199. NMCD DEFENDANTS negligently failed to hold CENTURION to the medical standard of care established under New Mexico law, which contributed to PLAINTIFF's injuries.

200. NMCD DEFENDANTS negligently failed to establish or enforce any standards at all for CENTURION's provision of proper, necessary and competent medical care to NMCD inmates.

201. As a result of the foregoing, PLAINTIFF has suffered serious and permanent physical injuries, pain and suffering, and severe psychological and emotional distress, for which PLAINTIFF is entitled to damages.

COUNT III
NEGLIGENT OPERATION OF A MEDICAL FACILITY
(CENTURION DEFENDANTS)

202. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

203. CENTURION is entrusted with the medical care of inmates who have no other source of medical care by contract with the State of New Mexico and NMCD.

204. CENTURION employees, staff and agents were unqualified to care for spinal infection, and yet refused to refer PLAINTIFF to specialists.

205. CENTURION DEFENDANTS were negligent in failing to properly assess, treat and manage PLAINTIFF's spinal infection.

206. CENTURION DEFENDANTS were negligent in failing to properly refer PLAINTIFF to be seen by a physician who could effectively treat PLAINTIFF.

207. By failing to either: (1) properly treat PLAINTIFF's medical conditions, or (2) properly refer PLAINTIFF to be seen by a physician who could effectively treat PLAINTIFF, CENTURION DEFENDANTS breached their duty to medically treat PLAINTIFF in a reasonably prudent manner.

208. CENTURION DEFENDANTS failed to properly address PLAINTIFF's medical condition.

209. Such conduct amounts to negligence in running a prison medical facility.

210. Such conduct amounts to negligence in the treatment of PLAINTIFF.

211. CENTURION had a duty to properly screen, supervise, educate, and train its employees regarding infection control within the facility.

212. CENTURION had a duty to properly screen, supervise, educate, and train its employees regarding proper treatment of spinal infection patients.

213. On information and belief, CENTURION failed to properly train and supervise its employees, contractors, or agents in such a manner to properly and adequately assess, treat and manage PLAINTIFF's multiple medical conditions, including the emergent abscesses.

214. CENTURION is bound by the GSC to obtain and maintain American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) accreditation under the terms of the GSC.

215. CENTURION has never sought, obtained or maintained either ACA or NCCHC accreditation for the medical facilities and services at GCCF as required by the GSC.

216. CENTURION does not comply with ACA, NCCHC or New Mexico legal standards of care.

217. As a result of the foregoing, PLAINTIFF has suffered damages and injuries including, but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress, for which he is entitled to damages.

218. The actions of CENTURION DEFENDANTS were negligent, willful, wanton, and in gross and reckless disregard for PLAINTIFF's well-being entitling PLAINTIFF to punitive damages thereon.

COUNT IV
NEGLIGENT OPERATION OF A MEDICAL FACILITY
(NMCD DEFENDANTS)

219. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

220. NMCD has authority over all NMCD correctional facilities, including GCCF.

221. NMCD has authority and control over the operation of all medical facilities within NMCD correctional facilities, including those within GCCF.

222. NMCD is the contracting party to the GSC entered into between NMCD and CENTURION on June 1, 2016.

223. NMCD has sole authority, control and responsibility over the execution, implementation and enforcement of the GSC.

224. NMCD has allowed numerous serious breaches and violations of the GSC, ACA and NCCHC that led to the medical neglect of PLAINTIFF.

225. NMCD and CENTURION are entrusted with the medical care of New Mexico inmates who have no other source of medical care.

226. CENTURION's medical staff at GCCF lacked sufficient expertise to assess, treat and manage PLAINTIFF's health conditions.

227. CENTURION has a duty under the GSC, ACA and NCCHC to properly refer PLAINTIFF to be seen by a physician who could effectively treat him.

228. NMCD DEFENDANTS refused or otherwise failed to enforce these provisions of the GSC, ACA and NCCHC.

229. NMCD DEFENDANTS knew that CENTURION was not abiding by the terms of the GSC, ACA and NCCHC.

230. NMCD DEFENDANTS knew that CENTURION was not properly and adequately treating PLAINTIFF's medical condition.

231. NMCD DEFENDANTS knew that CENTURION was not referring PLAINTIFF to outside medical healthcare providers who could effectively and prudently treat him.

232. Such conduct amounts to negligence in running a medical facility.

233. Such conduct amounts to negligence in the treatment of PLAINTIFF.

234. The actions of NMCD were negligent, willful, wanton, and in gross and reckless disregard for PLAINTIFF's well-being.

235. NMCD DEFENDANTS have knowingly allowed, aided and abetted in CENTURION's failure to obtain and maintain ACA and NCCHC accreditation.

236. CENTURION has violated numerous provisions of ACA and NCCHC.

237. NMCD DEFENDANTS have taken no action to correct these violations or otherwise hold CENTURION to ACA, NCCHC or New Mexico medical standards of care.

238. NMCD DEFENDANTS have been complicit in the failure to adhere to the basic constitutional correctional health care set forth by the NCCHC through NMCD's failure to enforce the GSC.

239. NMCD DEFENDANTS have knowingly allowed and been complicit in the violation of the ACA and NCCHC minimum mandatory standards.

240. NMCD DEFENDANTS have failed to properly maintain oversight and enforcement of the GSC.

241. NMCD DEFENDANTS have failed to enforce the following provisions of the GSC:

a. The establishment of an electronic medical records system which is in fact required by both the contract and is in fact required under federal law; and

b. All provisions related to ACA and NCCHC accreditation and compliance.

242. The failures of NMCD DEFENDANTS led to serious and permanent harm to PLAINTIFF.

243. As a result of the foregoing, PLAINTIFF suffered serious and permanent physical injuries, pain and suffering, and severe psychological and emotional distress for which PLAINTIFF is entitled to damages.

COUNT V
NEGLIGENT HIRING, TRAINING AND SUPERVISION
(CENTURION DEFENDANTS and MHM DEFENDANTS)

244. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

245. CENTURION and MHM had a duty to properly screen, supervise, educate, and train its employees regarding proper treatment of spinal infection patients.

246. On information and belief, CENTURION and MHM failed to properly train and supervise its employees, contractors, or agents in such a manner to properly and adequately assess, treat and manage PLAINTIFF's spinal infection.

247. CENTURION and MHM had a duty to properly screen, supervise, educate, and train its employees regarding proper treatment of spinal infection patients.

248. CENTURION is bound by the GSC to obtain and maintain American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) accreditation under the terms of the GSC.

249. CENTURION has not established any standards for medical care.

250. CENTURION has not trained or supervised its employees, staff and agents in any standards of medical care.

251. CENTURION and MHM' negligent hiring, training and supervision were the proximate cause of PLAINTIFF's injuries and damages for which PLAINTIFF is entitled to

injuries and damages including, but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

252. CENTURION and MHM's negligent hiring, training and supervision was willful, deliberate and in wanton disregard for the health and safety of PLAINTIFF.

253. PLAINTIFF is entitled to recovery for his injuries and damages including, but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

254. PLAINTIFF is entitled to punitive damages against CENTURION and MHM.

**COUNT VI
NEGLIGENT HIRING, TRAINING AND SUPERVISION
(NMCD DEFENDANTS)**

255. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

256. The ACA and NCCHC set mandatory minimum standards for training of both medical personnel and non-medical personnel in the provision of medical services in a prison.

257. NMCD DEFENDANTS have knowingly allowed, aided and abetted in CENTURION's failure to meet the standards of care under ACA and NCCHC accreditation and to comply with the minimum mandatory standards of the ACA and NCCHC on hiring, training and supervision.

258. NMCD DEFENDANTS have been complicit in the failure to abide by ACA and NCCHC minimum mandatory standards for hiring, training and supervision.

259. NMCD DEFENDANTS have knowingly allowed and been complicit in the violation of the ACA and NCCHC minimum mandatory standards on hiring, training and supervision.

260. NMCD DEFENDANTS have failed to properly maintain oversight and enforcement of the GSC resulting in violations of the ACA and NCCHC minimum mandatory standards on hiring, training and supervision.

261. As a result of the foregoing, PLAINTIFF suffered serious and permanent physical injuries, pain and suffering, and severe psychological and emotional distress, for which PLAINTIFF is entitled to damages

COUNT VII
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(CENTURION DEFENDANTS)

262. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

263. CENTURION DEFENDANTS intentionally denied PLAINTIFF proper and necessary medical care for his spinal infection.

264. CENTURION DEFENDANTS failed to take action to provide proper medical care despite numerous sick calls and/or grievances thereon.

265. The conduct of CENTURION DEFENDANTS was extreme, outrageous and intentional.

266. PLAINTIFF suffered severe emotional distress as a result of the conduct of Defendants.

267. As a result of the foregoing, PLAINTIFF has suffered serious and permanent physical injuries, pain and suffering, and severe psychological and emotional distress, for which PLAINTIFF is entitled to damages, including punitive damages.

COUNT VIII
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(NMCD DEFENDANTS)

268. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

269. NMCD DEFENDANTS failed to take corrective action against CENTURION despite clear knowledge of the reckless, wanton and willful refusal of CENTURION to provide necessary medical care to PLAINTIFF.

270. NMCD DEFENDANTS failed to properly and seriously consider medical grievances filed by PLAINTIFF.

271. NMCD DEFENDANTS denied said grievances despite clear evidence of the reckless, wanton and willful refusal of CENTURION to provide necessary medical care to PLAINTIFF.

272. NMCD DEFENDANTS routinely denied PLAINTIFF's grievances without due consideration of the grievances.

273. NMCD DEFENDANTS have, by their routine denial of PLAINTIFF's medical grievances without due consideration, established a *de facto* policy of automatic denial of PLAINTIFF's grievances.

274. The conduct of NMCD DEFENDANTS was extreme, outrageous and intentional.

275. PLAINTIFF suffered severe emotional distress as a result of the conduct of NMCD DEFENDANTS.

276. As a result of the foregoing, PLAINTIFF has suffered serious and permanent physical injuries, pain and suffering, and severe psychological and emotional distress, for which PLAINTIFF is entitled to damages.

COUNT IX
NEGLIGENCE *PER SE*
(All Defendants)

277. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

278. NMSA § 33-2-1 states that “The corrections division [corrections department] shall adopt such rules concerning all prisoners committed to the penitentiary as shall best accomplish their confinement and rehabilitation.”

279. By the terms of the GSC, ACA and NCCHC standards were to be adopted by NMCD and CENTURION in addition to internal NMCD regulations.

280. NMCD DEFENDANTS and CENTURION DEFENDANTS knowingly and willfully chose not to abide by the ACA or NCCHC standards of care for the medical services and facilities at NMCD correctional facilities.

281. CENTURION DEFENDANTS’ multiple and persistent violations of mandatory medical care standards in the care of PLAINTIFF were willful, deliberate and in wanton disregard for the health and safety of PLAINTIFF for which punitive damages are appropriate.

COUNT X
DUE PROCESS VIOLATIONS UNDER N.M. CONST. ART. II, § 18
(NMCD DEFENDANTS)

282. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

283. CENTURION DEFENDANTS deliberately interfered with PLAINTIFF’s administrative remedies.

284. PLAINTIFF has due process rights under N.M. CONST. ART. II, § 18.

285. Said rights include the right to administrative remedies embodied in NMCD Policy 150500, which states in relevant part:

To establish an administrative means for the expression and/or the efficient and fair resolution of legitimate inmate grievances and provide for an appeal process; to provide a regularly available channel for hearing and resolving concerns of inmates; to provide a mechanism to help keep managers informed and better able to carry out the Department's mission; and to meet national standards.

286. In fact, inmates are forced to engage in the administrative grievance process under federal law prior to filing lawsuits against prisons and their administrators, employees, staff, contractors and other agents.

287. NMCD DEFENDANTS deliberately interfered with PLAINTIFF's administrative remedies.

288. NMCD DEFENDANTS have exhibited a pattern of interference with the administrative grievance process.

289. NMCD DEFENDANTS have exhibited a pattern of routine denials of grievances when they are filed, acknowledged and ruled upon.

290. The interference with the grievance process violates PLAINTIFF's due process rights under N.M. CONST. ART. II, § 18

291. PLAINTIFF suffered, and continues to suffer, severe physical and emotional distress as a result of the conduct of NMCD DEFENDANTS.

292. PLAINTIFF is entitled to recovery for his injuries and damages including, but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

293. PLAINTIFF is entitled to punitive damages against CENTURION DEFENDANTS.

COUNT XI
CRUEL AND UNUSUAL PUNISHMENT UNDER N.M. CONST. ART. II, § 13
(NMCD DEFENDANTS and CENTURION DEFENDANTS)

294. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

295. The behavior of NMCD DEFENDANTS and CENTURION DEFENDANTS set forth in the statement of facts and the counts above constitute cruel and unusual punishment under N.M. CONST. ART. II, § 13.

296. PLAINTIFF suffered, and continues to suffer, severe physical and emotional distress as a result of the conduct of NMCD DEFENDANTS and CENTURION DEFENDANTS.

297. PLAINTIFF is entitled to recovery for his injuries and damages including, but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

298. PLAINTIFF is entitled to punitive damages against CENTURION DEFENDANTS.

COUNT XII
CIVIL CONSPIRACY
(NMCD DEFENDANTS and CENTURION DEFENDANTS)

299. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

300. The facts illustrated above show a conspiracy on the part of NMCD DEFENDANTS and CENTURION DEFENDANTS to deny PLAINTIFF necessary, proper and constitutionally minimal medical care under N.M. CONST. ART. II, § 13.

301. The facts illustrated above show a conspiracy on the part of NMCD DEFENDANTS and CENTURION DEFENDANTS to induce cruel and unusual punishment upon PLAINTIFF in violation of N.M. CONST. ART. II, § 13.

302. The facts illustrated above show a conspiracy on the part of NMCD DEFENDANTS and CENTURION DEFENDANTS to deny PLAINTIFF his due process rights under N.M. CONST. ART. II, § 18.

303. As a result of said conspiracy, PLAINTIFF suffered, and continues to suffer, severe physical and emotional distress as a result of the conduct of NMCD DEFENDANTS and CENTURION DEFENDANTS.

304. PLAINTIFF is entitled to recovery for his injuries and damages, including but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

305. PLAINTIFF is entitled to punitive damages against CENTURION DEFENDANTS.

**COUNT XIII
BREACH OF CONTRACT
(CENTURION and NMCD)**

306. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

307. NMCD has allowed CENTURION to breach the GSC on numerous occasions, by failing to provide proper behavioral health care to inmates.

308. As an inmate of GCCF, PLAINTIFF was a third-party beneficiary of the GSC.

309. As a direct and proximate result of the acts and omissions set forth herein, Centurion breached the GSC.

310. In breaching the GSC, CENTURION's actions were willful, malicious, wanton, or in reckless disregard for the safety and well-being of PLAINTIFF.

311. NMCD and CENTURION attempted to contract away third-party beneficiary status of NMCD inmates in furtherance of the afore-mentioned civil conspiracy to deny inmates, including PLAINTIFF, to constitutionally minimal health care.

312. As a direct and proximate result of this contractual breach by NMCD and CENTURION, PLAINTIFF suffered those damages set forth in this Complaint.

313. Additionally, PLAINTIFF is entitled to damages for breach of contract as a third-party beneficiary of the GSC.

COUNT XIV
RESPONDEAT SUPERIOR AND AGENCY
(CENTURION DEFENDANTS and MHM DEFENDANTS)

314. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

315. CENTURION is responsible to PLAINTIFF under the doctrine of *respondeat superior* for the conduct of its employees, staff and agents.

316. CENTURION is responsible to PLAINTIFF under the doctrine of agency for the conduct of its employees, staff and agents.

COUNT XV
RESPONDEAT SUPERIOR AND AGENCY
(NMCD)

317. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

318. NMCD is responsible to PLAINTIFF under the doctrine of *respondeat superior* for the conduct of its employees, staff and agents.

319. NMCD is responsible to PLAINTIFF under the doctrine of agency for the conduct of its employees, staff and agents.

COUNT XVI
RES IPSA LOQUITUR
(All Defendants)

320. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

321. The injuries and damages suffered by PLAINTIFF were proximately caused by wanton, willful and reckless actions and inactions CENTURION DEFENDANTS and NMCD DEFENDANTS.

322. It was CENTURION's responsibility to manage and control their medical staff and the care and treatment of PLAINTIFF.

323. It was NMCD DEFENDANTS' duty to ensure that CENTURION DEFENDANTS provided constitutionally adequate medical care to PLAINTIFF.

324. The events causing the injuries and damages to PLAINTIFF were of a kind which would not ordinarily occur in the absence of negligence on the part of CENTURION DEFENDANTS and NMCD DEFENDANTS.

325. The doctrine of *res ipsa loquitur* is applicable as a theory of negligence, causation and damages in this case and appropriately pled herein.

326. PLAINTIFF is entitled to recovery for his injuries and damages, including but not limited to, physical injuries, pain and suffering, and severe psychological and emotional distress.

327. PLAINTIFF is entitled to punitive damages against CENTURION and MHM DEFENDANTS.

COUNT XVII
PUNITIVE DAMAGES
(CENTURION DEFENDANTS and MHM DEFENDANTS)

328. PLAINTIFF incorporates by reference as if fully set forth herein, each and every allegation contained in the paragraphs above.

The acts and omissions complained of in the causes of action stated above, upon information and belief, are believed to be of such an egregious nature, in reckless, wanton, willful and total disregard to the rights of PLAINTIFF, that in addition to the actual damages ascertained and demonstrated by a preponderance of the evidence, that punitive damages or exemplary damages to punish and deter these types of acts and omissions from occurring in the future, may well be appropriate.

WHEREFORE, PLAINTIFF requests judgment as follows:

A. Compensatory damages against all Defendants, jointly and severally, in an amount to be determined by this Court as adequate for pain, suffering, and injuries to PLAINTIFF, Gerald Wilson;

B. Compensatory damages against all Defendants, jointly and severally, in an amount to be determined by this Court as adequate for NMCD DEFENDANTS and CENTURION DEFENDANTS' intentional infliction of emotional distress;

C. Punitive damages in an undetermined amount against CENTURION DEFENDANTS and MHM DEFENDANTS;

D. Costs incurred by PLAINTIFF, including pre-judgment and post-judgment interest; and

E. Such other and further relief as the Court deems just and proper.

COLLINS & COLLINS, P.C.

/s/ *Parrish Collins*

Parrish Collins
P. O. Box 506
Albuquerque, NM 87103
(505) 242-5958
parrish@collinsattorneys.com

-and-

GUEBERT BRUCKNER GENTILE, P.C.

/s/ *David S. Ketai*

Terry R. Guebert
Robert Gentile
David S. Ketai
P. O. Box 93880
Albuquerque, NM 87199
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tguebert@guebertlaw.com
rgentile@guebertlaw.com
dketai@guebertlaw.com

Attorneys for Plaintiff

EXHIBIT 1

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

GEORGE PARRA,

Plaintiff,

vs.

Cause No.: D-101-CV-2018-01188

**CENTURION CORRECTIONAL
HEALTHCARE OF NEW MEXICO, LLC, BARRY J.
BEAVEN, M.D., NURSE LINDSEY SELVA, and JOHN
DOES 1-10 (employees, staff and agents of Centurion),**

Defendants.

AFFIDAVIT OF KIMBERLY RODGERS

Kimberly Rodgers, first being duly sworn, upon her oath, deposes and states as follows:

1. I am over the age of 18, of sound mind, have personal knowledge of the matters contained in this affidavit, and if called as a witness, I would and could testify competently thereto.
2. I am Director of Employee Relations for Defendant Centurion Correctional Healthcare of New Mexico, LLC ("Centurion").
3. I am qualified to determine the authenticity of human resources records of Centurion.
4. MHM Health Professionals, Inc., is a staffing company that provides employees to Centurion, pursuant to a staffing agreement, attached hereto as Exh. A. MHM Health Professionals and Centurion are subsidiaries of the same parent corporation: MHM Services, Inc.
5. I certify that the letter from MHM Health Professionals, Inc. ("MHMHP") to Barry Beaven, M.D., dated June 16, 2016, and attached hereto as Exh. B, is an authentic copy of this letter, and that this letter was kept in the regular course of business of Centurion.

6. I certify that the letter attached as Exh. B was an offer of employment from MHMHP, to Dr. Beaven, and that Dr. Beaven signed this letter, and thereby accepted this offer, creating a contractual relationship between MHMHP and Dr. Beaven. The sole purpose of this contractual relationship was to provide a physician/site medical director to Centurion, which Centurion needed for the purpose of compliance with its contract with the New Mexico Department of Corrections.

7. I certify that the letter from MHMHP to Lindsey Selva, dated June 8, 2016, and attached hereto as Exh. C, is an authentic copy of this letter, and that this letter was kept in the regular course of the business of Centurion.

8. I certify that the letter attached as Exh. C was an offer of employment from MHMHP to Ms. Selva, and that Ms. Selva signed this letter, and thereby accepted this offer, creating a contractual relationship between MHMHP and Ms. Selva. The sole purpose of this contractual relationship was to provide a licensed practical nurse to Centurion, which Centurion needed for the purpose of compliance with its contract with the New Mexico Department of Corrections.

9. I certify that the contractual relationship between MHMHP and Dr. Beaven, and the contractual relationship between MHMHP and Ms. Selva, were both in effect on October 1, 2017, and continued past April 30, 2018, at which point Plaintiff George Parra was no longer incarcerated at Central New Mexico Correctional Facility. Throughout this time period, the sole purpose of these contractual agreements was the provision of medical professionals to Centurion, so that Centurion could comply with its contractual obligations to the New Mexico Department of Corrections.

Further, Affiant sayeth naught.

Kimberly Rodgers
KIMBERLY RODGERS

STATE OF VIRGINIA)
) ss.
COUNTY OF FAIRFAX)
London @

SUBSCRIBED AND SWORN TO before me this 29 day of January, 2019, by Kimberly Rodgers.

Erich Charles Shores

NOTARY PUBLIC

My commission expires: 02/28/2022

ERICH CHARLES SHORES
NOTARY PUBLIC-7338560
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES FEBRUARY 28, 2022

HEALTH SERVICES ADDENDUM

BETWEEN MHM HEALTH PROFESSIONALS, INC. AND

CENTURION CORRECTIONAL HEALTHCARE OF NEW MEXICO, LLC


1. Agreement to be Bound. The undersigned Centurion Correctional Healthcare of New Mexico, LLC ("Centurion of NM"), a Centurion Operating Subsidiary, hereby agrees, effective as of the date hereof, to become a party to that certain Staffing Services Agreement, dated as of June 26, 2013, by and among MHM, MHM Health Professionals, Inc. ("MHM Staffing"), Centurion, and CGI (the "Staffing Agreement"), for all purposes of the Staffing Agreement.
2. Services. MHM Staffing hereby agrees to provide the Health Services to Centurion of NM under the terms of the Staffing Agreement. Centurion of NM shall resell the services of MHM Staffing to the appropriate New Mexico correctional authority or authorities.
3. Fees. Unless this Health Services Addendum is terminated pursuant to Section 3.2 of the Staffing Agreement, as compensation for the Services provided by MHM Staffing to Centurion of NM, Centurion of NM agrees to pay MHM Staffing, in accordance with Section 2.4 of the Staffing Agreement, the sums of: \$343,000 (Three Hundred and Forty-Three Thousand Dollars and No Cents) for the contract period commencing on June 1, 2016 and terminating on May 31, 2017; \$358,000 (Three Hundred and Fifty-Eight Thousand Dollars and No Cents) for the contract period commencing on June 1, 2017 and terminating on May 31, 2018; \$370,000 (Three Hundred and Seventy Thousand Dollars and No Cents) for the contract period commencing on June 1, 2018 and terminating on May 31, 2019; and \$383,000 (Three Hundred and Eighty-Three Thousand Dollars and No Cents) for the contract period commencing on June 1, 2019 and terminating on May 31, 2020.
4. Subcontractors. Centurion of NM hereby provides its prior written approval to MHM Staffing for the hiring or engaging of one or more subcontractors to perform the following types of Services: CQI; specialty provider care; medical, mental health or dental provider care; and other positions that, from time to time, MHM Staffing is unable to staff with employees.
5. Wiring Information. All payments required by the Staffing Agreement and this Health Services Addendum shall be paid by wire transfer to MHM Staffing.
6. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Staffing Agreement.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of this 22nd day of June, 2016.

CENTURION OPERATING
SUBSIDIARY:

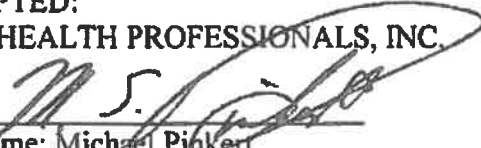
CENTURION CORRECTIONAL
HEALTHCARE OF NEW MEXICO, LLC

By: 
Name: Jason Harrold
Title: Chair, Board of Managers

Address for notices:

1447 Peachtree Street, N.E.
Suite 500
Atlanta, GA 30309

ACCEPTED:
MHM HEALTH PROFESSIONALS, INC.

By: 
Name: Michael Pickert
Title: Chief Executive Officer

June 16, 2016

Barry Beaven, MD
860 Carissa Court
Los Lunas, NM

Dear Dr. Beaven,

MHM Health Professionals, a wholly owned subsidiary of MHM Services, Inc. ("MHM"), is pleased to confirm your employment in a full-time position as a Physician/Site Medical Director within the Centurion Correctional Healthcare of New Mexico, LLC contract. This is an exempt position and details are explained as follows:

INCORPORATION OF OTHER DOCUMENTS

This letter specifically incorporates and adopts all of the terms contained in the Employee Handbook and Code of Business Conduct ("Handbook") as if same were fully set forth herein. In the event of a conflict of any of the terms of this letter and the Handbook, the terms of the Handbook shall govern.

DATE OF EMPLOYMENT

Your per diem employment as a Physician with MHM starts on June 1, 2016 and employment is contingent upon successful verification of licensure requirements as applicable and successful NPDB (National Practitioner Data Bank) check. Your full-time employment as Site Medical Director with MHM starts on July 10, 2016. Please note that, if required for your position, you will be expected to present an unexpired CPR certification and tuberculin screening on the first day of work. Please be advised that many facilities may not allow you to start working until you have presented both the CPR certification and the tuberculin screening.

As part of your employment process with MHM, your cooperation with our professional credentialing process is required. MHM has engaged Credentialing Tracks, Inc., a nationally certified firm, to conduct the licensure verification. Enclosed with this letter is a supplemental application, which you must complete and submit as soon as possible, in order to begin the credentialing process. There is no cost to you for this process and all information gathered is held in strict confidence. Your prompt cooperation with this process is critical. Your supplemental application form is to be completed and emailed to welcome@CenturionNM.com or faxed to 800-531-6549.

SALARY

You will be paid at an hourly rate of \$113.00, paid on a bi-weekly basis, less appropriate deductions and withholdings.

CHANGE OF EMPLOYMENT STATUS

Effective July 10, 2016, your position will change to Site Medical Director. You will be paid at an hourly rate of \$113.00, less appropriate deductions and withholdings, and you will be expected to work 40 hours per week.

ON CALL COVERAGE

You will be paid \$600 per month for on call coverage.

PAY INFORMATION

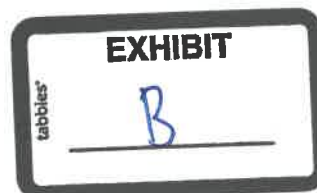
MHM pays all of its employees electronically. You will have an opportunity to complete all payroll related forms through the online Onboarding process.

Additionally, MHM does not mail pay statements as employees can access pay statements online through ADP iPay. Upon your first pay date, you will be able to register and your iPay pay statement will be available for you to view and print 24 hours a day, 7 days a week through ADP iPay's secure Internet site.

BENEFITS

In accordance with Company policy, you are eligible to participate in our employee benefit program on the first of the month following your date of change to full-time status. MHM's benefits program includes Medical, Dental, and Vision Insurance, along with Flexible Spending Accounts (FSA), Basic Life and Accidental Death and Dismemberment (AD&D), and Voluntary Supplemental Life Insurance. Both Short-Term Disability (company-paid) and voluntary Long-Term Disability Insurance, if elected, take effect the first of the month after six months of continuous service with MHM. To find out more about our benefits program and to plan your elections, please see the Benefits Roadmap included in your welcome email.

Detailed benefits information and instructions on how to enroll online will be emailed prior to your start date. You will have 31 days from your date of change to full-time status to enroll online. Failure to do so will result in you only being covered for company-paid Basic Life insurance and Short-Term Disability. If you have any questions about our program, please contact the Benefits Department by calling 800-416-3649 or by email at Benefits@mhm-services.com.



PAID DAYS OFF and COMPANY PAID HOLIDAYS

Effective July 10, 2016, you will be eligible for 20 Paid Days Off (PDO) (which is a combination of vacation and sick leave) per year and eight (8) paid Company holidays. You will begin accruing PDO at a rate of 6.15 hours per pay period on your first day of employment. Typically, you will not be eligible to use PDO until you have successfully completed 90 days of continuous employment. However, if you have pre-arranged time off during the first 90 days of employment with MHM, please contact your Supervisor as early as possible to discuss your options.

401(k) EMPLOYEE SAVINGS PLAN

You will be eligible to participate in the company's 401(k) Savings Plan, administered by Transamerica Retirement Solutions, as of July 10, 2016. You can contribute up to 75% of pay on a pre-tax and/or a post-tax basis. Company matching of your savings will begin on the first (1st) of the month following your enrollment in the plan. A detailed description of the plan and enrollment materials will be sent to your home once your employment begins. If you wish, you may also roll over your 401(k) account balance from any previous employer into the MHM Plan.

TIMEKEEPING

MHM requires you to accurately report all hours worked. By using an electronic timekeeping system, MHM ensures that your time will be accurately recorded and calculated to company and contract policies, resulting in fairness for all employees. MHM also uses this system as a means of financial reporting and analysis. You will receive instructions on how to use the system prior to your first day of employment.

AT WILL EMPLOYMENT

Your employment is on an at-will basis, which means you have the right to terminate your employment at any time for any reason, and we have that same right. This is a legal qualification, and is in no way meant to diminish your value to the company and the quality of services we anticipate you will provide. It is important, however, that you understand no inference as to employment for any specific period of time is to be drawn from the fact that at times this letter and other employment-related materials may refer to certain compensation or benefits on an annualized basis. You are expected to comply with all MHM internal policies and procedures as well as any of our client's policies and procedures which may be applicable to you, which may be amended from time to time. Finally, you understand that as a requirement of working on this Centurion program, you are required to obtain and maintain facility access privileges at the correctional facility to which you are assigned, which is granted and may be revoked by the client in its sole discretion. In addition, you understand that, because of Centurion's status as a contractor to the client, you serve at the pleasure of the client who may also, with or without reason, request that you be removed from the program. Loss of access privileges or requests for your removal from the program by the client will result in termination of your employment with MHM.

MEDICAL MALPRACTICE INSURANCE

MHM will provide medical malpractice coverage at MHM's expense upon receipt of your employment supplemental application form, fully completed and signed. The coverage will apply to services rendered during your employment with MHM even if a claim is filed after your termination.

ACKNOWLEDGEMENT and AGREEMENTS

Your signature acknowledges that you have been informed of the terms and conditions of your employment with MHM. Please return via e-mail to welcome@CenturionNM.com or fax to 800-531-6549 by June 22, 2016.

We are very excited that you are joining our team. We believe you can make a significant contribution to the success of Centurion.

Sincerely,



Wynter Evans
HR Administrator

READ and ACCEPTED:



Barry Beaven, MD

Date
6/29/16



June 8, 2016

Lindsey Selva
622 Hazel Street
Los Lunas, NM 87031

Dear Lindsey,

MHM Health Professionals, a wholly owned subsidiary of MHM Services, Inc. ("MHM"), is pleased to confirm your employment in a full-time position as a Licensed Practical Nurse within the Centurion Correctional Healthcare of New Mexico, LLC contract. This is a non-exempt position and details are explained as follows:

INCORPORATION OF OTHER DOCUMENTS

This letter specifically incorporates and adopts all of the terms contained in the Employee Handbook and Code of Business Conduct ("Handbook") as if same were fully set forth herein. In the event of a conflict of any of the terms of this letter and the Handbook, the terms of the Handbook shall govern.

DATE OF EMPLOYMENT

Your employment with MHM starts on June 1, 2016 and continued employment is contingent upon successful verification of licensure requirements as applicable and successful NPDB (National Practitioner Data Bank) check. Please note that, if required for your position, you will be expected to present an unexpired CPR certification and tuberculin screening on the first day of work. Please be advised that many facilities may not allow you to start working until you have presented both the CPR certification and the tuberculin screening.

SALARY

You will be paid at a base hourly rate of \$24.50 plus applicable shift differentials, paid on a bi-weekly basis, less appropriate deductions and withholdings. Note that your current regular work schedule and shift differential rates remain unchanged.

PAY INFORMATION

MHM pays all of its employees electronically. You will have an opportunity to complete all payroll related forms through the online Onboarding process.

Additionally, MHM does not mail pay statements as employees can access pay statements online through ADP iPay. Upon your first pay date, you will be able to register and your iPay pay statement will be available for you to view and print 24 hours a day, 7 days a week through ADP iPay's secure Internet site.

BENEFITS

In accordance with Company policy, you are eligible to participate in our employee benefit program effective June 1st as your date of hire is the first of the month. MHM's benefits program includes Medical, Dental, and Vision Insurance, along with Flexible Spending Accounts (FSA), Basic Life and Accidental Death and Dismemberment (AD&D), and Voluntary Supplemental Life Insurance. Both Short-Term Disability (company-paid) and voluntary Long-Term Disability Insurance, if elected, take effect the first of the month after six months of continuous service with MHM. To find out more about our benefits program and to plan your elections, please see the Benefits Roadmap included in your welcome email.

Detailed benefits information and instructions on how to enroll online will be emailed prior to your start date. You will have 31 days from June 1, 2016 to enroll online. Failure to do so will result in you only being covered for company-paid Basic Life Insurance and Short-Term Disability. If you have any questions about our program, please contact the Benefits Department by calling 800-416-3649 or by email at Benefits@mhmservices.com.

PAID DAYS OFF and COMPANY PAID HOLIDAYS

You will be eligible for 20 Paid Days Off (PDO) (which is a combination of vacation and sick leave) per year and eight (8) paid Company holidays. You will begin accruing PDO at a rate of 8.15 hours per pay period on your first day of employment. Typically, you will not be eligible to use PDO until you have successfully completed 90 days of continuous employment. However, if you have pre-arranged time off during the first 90 days of employment with MHM, please contact your Supervisor as early as possible to discuss your options.

401(k) EMPLOYEE SAVINGS PLAN

You will be eligible to participate in the company's 401(k) Savings Plan, administered by Transamerica Retirement Solutions, as of your date of hire. You can contribute up to 75% of pay on a pre-tax and/or a post-tax basis. Since your hire date is on the first (1st) of the month, the company match will begin as soon as administratively feasible upon enrollment in the plan. A detailed description of the plan and enrollment materials will be sent to your home once your employment begins. If you wish, you may also roll over your 401(k) account balance from any previous employer into the MHM Plan.



**TIMEKEEPING**

MHM requires you to accurately report all hours worked. By using an electronic timekeeping system, MHM ensures that your time will be accurately recorded and calculated to company and contract policies, resulting in fairness for all employees. MHM also uses this system as a means of financial reporting and analysis. You will receive instructions on how to use the system prior to your first day of employment.

AT WILL EMPLOYMENT

Your employment is on an at-will basis, which means you have the right to terminate your employment at any time for any reason, and we have that same right. This is a legal qualification, and is in no way meant to diminish your value to the company and the quality of services we anticipate you will provide. It is important, however, that you understand no inference as to employment for any specific period of time is to be drawn from the fact that at times this letter and other employment-related materials may refer to certain compensation or benefits on an annualized basis. You are expected to comply with all MHM internal policies and procedures as well as any of our client's policies and procedures which may be applicable to you, which may be amended from time to time. Finally, you understand that as a requirement of working on this Centurion program, you are required to obtain and maintain facility access privileges at the correctional facility to which you are assigned, which is granted and may be revoked by the client in its sole discretion. In addition, you understand that, because of Centurion's status as a contractor to the client, you serve at the pleasure of the client who may also, with or without reason, request that you be removed from the program. Loss of access privileges or requests for your removal from the program by the client will result in termination of your employment with MHM.

PROFESSIONAL LIABILITY

MHM provides standard professional liability coverage to all clinical staff employed by MHM.

ACKNOWLEDGEMENT and AGREEMENTS

Your signature acknowledges that you have been informed of the terms and conditions of your employment with MHM. Please return via e-mail to welcome@CenturionNM.com or fax to 800-531-6549 by June 10, 2016.

Please review all details in this offer carefully. Due to the compressed start-up time, we did our best to ensure accuracy, but recognize that mistakes do happen. If there are any errors in this letter, please contact our team at welcome@CenturionNM.com or (844)475-8043 as soon as possible.

We are very excited that you are joining our team. We believe you can make a significant contribution to the success of Centurion.

Sincerely,

Wynter Evans
HR Administrator

READ and ACCEPTED:

Ardisy Salva

Date