APPENDIX B

Atkins’ Contract for Professional Services
(from the Joint Appendix to
No. 87-5096 in the Supreme Court of the United States,
October Term, 1987)

STATE OF NORTH CAROLINA
DEPARTMENT OF CORRECTION

840 West Morgan Street
Raleigh 27603

CONTRACT FOR PROFESSIONAL SERVICES

This contract is hereby executed between the Division of Prisons, party of the first part, and Samuel W. Atkins, M.D., party of the second part, an Orthopedic Service, licensed by the State of North Carolina. The purpose of this contract is to acquire competent services in the discipline set forth above for all inmates assigned to Central Prison Hospital 3100.

WITNESSETH:

That for the purpose and subject to the terms and conditions hereinafter set forth, the division of Prisons hereby employs said party of the second part; and said party of the second part accepts employment;

The purpose, terms and conditions of this contract are as follows:

FIRST: The duties to be performed by the party of the second part are as follows:

To provide two Orthopedic Clinics per week. To see all orthopedic and neurological referrals. To perform orthopedic surgery as scheduled. To conduct ward rounds on post operative patients and on all patients assigned to the orthopedic service as often as necessary to insure patient’s progress towards recovery.
To coordinate with the Physical Therapy Department and to order that therapy necessary to restore function.
To request the assistance of neurosurgical consultants on all spinal surgical cases. To provide on-call orthopedic services 24 hours per day for emergency orthopedic evaluations or surgery.
To furnish 2 (days) of professional service per week in fulfillment of the duties above described.

SECOND: This employment shall begin on the 1st day of September, 1981, and unless sooner terminated by mutual consent or as hereinunder provided, shall exist and continue for five (5) years from date; provided that either party shall have the right to terminate this contract for employment upon thirty (30) days notice in writing to the other party, and further provided that the party of the first part may cause immediate termination of this contract due to lack of funds.

THIRD: As full compensation for services, the party of the second part is to receive from the party of the first part the sum of $495.00 per clinic (payable upon receipt and approval of an invoice, DC-105. To use the 1964 Relative Value Schedule with a 12.0 conversion factor for surgical procedures.
IN TESTIMONY WHEREOF said parties have executed this contract; a copy to be delivered to each of the parties after final approval. The Director, Division of Prisons, is responsible for contract administration; and the Assistant Secretary for Management and Productivity is responsible for approval of invoices.

PARTY OF THE FIRST PART:

Division of Prisons
Rae McNamara, Director

By: /s/ S. P. Gowan
(Approved Authority)
Date 10/16/91

PARTY OF THE SECOND PART:

/s/ Samuel W. Atkins, M.D.
Date 10/15/81
(Social Security Number)

APPROVED:

By: /s/ (Illegible)
(Section Manager)
Date 10/21/81
Assistant Secretary for
Management and Productivity

By: /s/ O. L. Gabriel
(Approved Authority)
Date 11/2/81