TO: CORIZON
105 WESTPARK DRIVE, SUITE 200
BRENTWOOD, TN 30727

DATE ISSUED: OCTOBER 21, 2013
CURRENT REFERENCE NO: 503-13
CONTRACT TITLE: SHERIFF - JAIL MEDICAL SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on OCTOBER 31, 2018.

The contract documents consist of the terms and conditions of Agreement No. 503-13, including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
REFER TO AGREEMENT 503-13
ATTACHMENTS:
1) AGREEMENT NO. 503-13

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Donald Doherty
VENDOR EMAIL: donald.doherty@corizonNYC.com
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: Susie Doyel
COUNTY EMAIL: sdoyel@arlingtonva.us

VENDOR TEL. NO.: 347-724-6384
VENDOR FAX. NO.: 615-376-1350
COUNTY TEL. NO.: 703-228-4461

CONTRACT AUTHORIZATION

DISTRIBUTION

Jnette Gonzalez, IFPS
Procurement Officer

BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 503-13

THIS AGREEMENT is made, on the date of execution by the Arlington County Sheriff's Office (ACSO), between Corizon Health, Inc., 105 Westpark Dr., Suite 200, Brentwood, TN 37027 (Contractor), a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the ASCO ACSO, Virginia Sheriff's Office ("ACSO"). The ACSO and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work, and the following attachments to Exhibit A:

Attachment A: Contract Pricing
Attachment B: Liquidated Damages
Attachment C: ACSO Equipment Inventory
Attachment D: Reports, Performance Outcome Monitoring
Attachment E: Minimum Staffing Requirements
Attachment F: Virginia Hospital-Corizon Letter of Agreement
Attachment G: Reportable Diseases
Attachment H: Nondisclosure and Data Security Agreement
Attachment I: Business Associate Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. Attachment E (Minimum Staffing Requirements) shall prevail over all other Exhibits and Attachments and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail. Attachment G and I are independent documents governed by State laws and federal regulations.

Wherever the terms and provisions of this Agreement or the Contract Documents (collectively "Contract") are at variance with accreditation requirements for the ACSO facility or any standards established by the medical profession, applicable state or local codes or regulations, American Correctional Association (ACA), Prison Rape Elimination Act (PREA) and certification from the Virginia Department of Corrections (VADOC) (collectively "Standards"), the latter shall apply.

Attachment I may be changed or updated periodically by the Commonwealth of Virginia or CDC and such changes are incorporated herein as if set forth in full text.
The Contract Documents set forth the entire agreement between the ACSO and the Contractor. The ACSO and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. **SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide high quality medical and health care services for inmates of the Arlington ACSO Detention Facility, coordination of specialty care referral with outside providers, utilization review, and securing and facilitating third party reimbursements as appropriate, coordination and billing services with local hospitals and all other work shown, described and required in the Contract Documents (alternatively, the "Work"). The Contractor shall also report all conditions noted on Attachment G to the appropriate entities as required.

The Work shall be performed according to the applicable standard of care in the Commonwealth of Virginia, Standards and the terms and specifications of Exhibit A. It shall be the obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications. It shall be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work and such appropriate care to individual inmates in need of evaluation, assessment and/or services. All medical care, evaluative, assessment, diagnostic, treatment and related medical decisions remain within the sole discretion of the Contractor and the Contractor's appropriately qualified medical staff and/or the physicians including those used in the tele-medicine program outlined in the Contract Documents. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. Underlying every deliverable system and service to be provided by the Contractor under this Agreement is the obligation for the Contractor to be proficient, efficient and effective in its systems and services.

3. **CONTRACT TERM**

This is a five (5) year agreement. The Contract Term under this Agreement shall commence on November 1, 2013 and continue for five (5) years thus expiring October 31, 2018 (Contract Term). No Work shall be deemed complete until it is accepted by the Project Officer.

4. **CONTRACT AMOUNT**

The ACSO, or Arlington County ("County") on its behalf, will pay the Contractor in accordance with the terms of the Payment paragraph below, and Attachment A for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. **PAYMENT**

Payment terms will be recorded by the ACSO as Net thirty (30) days. The ACSO will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable
to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later.

Payments will be made by the ACSO through the Arlington County Purchasing Office for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

6. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the ACSO Project Officer ("Project Officer") who shall be appointed by the Sheriff. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work and to comply with the Contract Documents and Standards.

7. **LIQUIDATED DAMAGES**
Under certain circumstances liquidated damages shall be assessed by the ACSO as described in Attachment B, Liquidated Damages.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**
The ACSO may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor’s services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the ACSO, or the County on its behalf, and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the ACSO and the Contractor and a County Purchase Order is issued covering the cost of the services to be provided pursuant to the amendment.

9. **STANDARD OF CARE**
The Contractor and its medical staff (defined below) shall exercise the highest degree of care and diligence practiced by a reasonably prudent practitioner in the specialty or area for which licensed. The Contractor shall also provide competent, appropriate and necessary services and ensure that such work is provided in an appropriate and professional manner. The Contractor and its health care staff (including employees, contract employees, subcontractors and agents) shall further comply with all applicable standards of care for health care providers.
10. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the ACSO, or the County on its behalf, and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

11. **PAYMENT OF SUBCONTRACTORS**
The use of medically-licensed subcontractors must be approved by the Project Officer. If approved, the Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the ACSO for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the ACSO attributable to the work performed by the subcontractor under this Contract; or

b. Notify the ACSO and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the ACSO for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the ACSO. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

12. **PURCHASE ORDER REQUIREMENT**
ACSO purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. Neither ACSO nor the County acting on its behalf, will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed Purchase Order, it does so at its own risk and expense.

13. **PROJECT STAFF**
The ACSO will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the ACSO reasonably rejects
staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the ACSO in a timely manner and at no additional cost to the ACSO. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

The Contractor's medical staff will be required to follow all Arlington ACSO Detention Facility ("ACDF") security regulations and will be required to successfully pass a pre-employment security and background clearance conducted by the ACSO. Prior to a Contract employee beginning work in the Detention Facility, the employee must first be cleared in writing by the ACSO and complete the ACSO's Office orientation. The Program Administrator shall have all potential new contract employees complete a ACSO's Office background investigation application and submit it for clearance.

The ASCO will screen the health care personnel to ensure that such personnel will not constitute a security risk to the facility or to the inmates.

14. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

15. SAFETY
The ACSO shall, in accordance with the procedures set forth in the ACDF Policy Manual, current edition, provide as safe an environment as is reasonably possible for medical program employees, suppliers, management and other authorized visitors.

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the ACSO Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the ACSO, at the ACSO's request, a copy of the Contractor's written safety policies and safety procedures for Corizon staff applicable to the scope of work. Failure to provide this information
within seven (7) days of the ACSO's request may result in cancellation of the award.

16. SECURITY
The Contractor shall have no responsibility for the physical security at the ACDF, or for the custody of the inmates. The physical security of the ACDF and the custody of the inmates are responsibilities of the ACSO.

The ACSO may refuse admittance to the ACDF or areas of the ACDF of Contractor personnel at any time for security reasons.

The Contractor shall be responsible for following all procedures established or to be established by the ACSO governing security procedures, as are reasonably placed in effect. The Contractor, however, shares joint responsibility with the ACSO to assure that security is maintained at all times when treating inmates. The Contractor shall be responsible to provide all necessary training to its staff, retrain them as necessary, and provide mandatory training as required.

17. COORDINATION WITH OTHER STATE AGENCIES
The Contractor shall coordinate with the Virginia Department of Corrections for admitting convicted and non-convicted persons requiring a long stay, specialized or extended treatment and provide all applicable reports at the time of admission. The Contractor shall coordinate record exchange to ensure that the transfer of any required records to the Virginia Department of Corrections is completed. The process for such coordination and exchange of information shall be initially approved by the ACSO and the Project Officer shall be notified in each instance. Failure to submit reports in a timely fashion (within 24 hours) will result in formal written notice made to the Contractor, and could result in termination for default or the imposition of liquidated damages.

18. CHANGES IN SERVICE
If any changes in services required under the Contract are contemplated during any contract year, the changes and the cost of such changes, if any, shall be subject to negotiation between the ACSO and the Contractor. The ACSO reserves the right to obtain such services from other sources if the negotiations, in the opinion of the ACSO, fail to result in agreement. Changes agreed to by the parties shall be incorporated into the Contract by an amendment executed by both parties.

19. THIRD PARTY PAYMENTS
In the event that health services provided to an inmate are covered by third party payers (e.g., from private health insurance), the Contractor is responsible for timely seeking third party payment. If the Contractor was the agent responsible for obtaining the third party payment, 65% of the payment shall be applied to the cost of the inmates care, and 35% may be retained by the Contractor. If ASCO is responsible for pursuing and obtaining the third party payment, then the full amount shall be retained by ACSO and shall be applied to the cost of the inmate’s care. Should changes to Medicare, Medicaid or entities established under the Patient Protection and Affordable Health Care Act permit reimbursement now or in the future for care provided hereunder, the Contractor shall be responsible for timely seeking such reimbursement.

20. EQUIPMENT AND SPACE AVAILABLE
The Contractor shall be responsible for repair or replacement resulting from direct loss or damage to property or equipment of the ASCO caused by
negligence of its employees. The ASCO shall be responsible for repair or replacement resulting from direct loss or damage to property or equipment of the Contractor caused by negligence of ACDF employees or inmates of the ACDF. The Contractor will be responsible for maintaining all equipment warranties for the equipment in Attachment C, MEDICAL UNIT EQUIPMENT INVENTORY ("equipment"). If negligence by the Contractor in regards to warranty obligations results in loss of the equipment warranty including any damages arising from the Contractor’s failure to take any preventative maintenance efforts or conduct inspections, the Contractor will pay for repairs and/or replacement of such equipment. All equipment identified in Attachment C used by the Contractor shall be returned to the ACSO upon Contract termination in its present condition, reasonable wear and tear excepted. Any damage noted at that time will be credited against the final payment due to the Contractor.

The ACSO is providing the equipment identified in Attachment C for use by the Contractor during the Contract Term at the Contractor's option. The equipment listing in Attachment C is provided for information only and the ACSO reserves the right to make minor modifications to the brand and type of equipment provided. Any of the listed equipment used by the Contractor shall be kept in good operating condition at the expense of the Contractor. The Contractor shall be solely responsible for all costs of repair and maintenance of the equipment while it is in the care and custody of the Contractor. The Contractor shall promptly notify ACSO of any equipment that it believes should be replaced, repaired, or serviced. The use of ACSO provided equipment is at the sole discretion of the Contractor. The use of other equipment shall be at the expense of the Contractor.

The drawings, which were a part of the solicitation package, identified floor plans of sections of the ACDF to be used by the Contractor for providing medical services. All utilities and general structural maintenance of these areas shall be the responsibility of the ACSO. Special wiring, outlets or other electrical work reasonably necessary to the operation of the Contractor shall be at the expense of the ACSO. Modifications requiring structural changes shall be at the expense of the Contractor, if approved by the ASCO. The ACSO shall provide, at its expense, existing office space (see drawings for staff employed by the Contractor. The ASCO shall provide all necessary utilities, including local telephone service but not long distance telephone or facsimile service. The ASCO's Support Services Administrator will forward monthly telephone bills to the Program Administrator. The Contractor shall submit payment to the ASCO for long distance telephone and facsimile service within 30 days of receipt. At the time of the execution of this Agreement, the Contractor agrees that the area provided is sufficient to provide the services required under this Contract.

Equipment owned by the ACSO which, in the opinion of the ASCO, has exceeded its useful life will be replaced by the ASCO at no charge to the Contractor, providing funds are appropriated and allocated for the replacement. The decision as to the suitability of any replacement shall be determined by the ACSO after consultation with the Contractor.

The equipment offered by the ASCO for use by the contractor is offered "as is." The ASCO offers no warranties whatsoever on the equipment, expressed or implied, including any warranties of merchantability or fitness for a particular purpose and all warranties arising from course of dealing or usage of trade. No employee of the ASCO is authorized to make any exceptions, amendments or qualifications to this disclaimer other than the ASCO.
In addition to the equipment described above, the Contractor shall provide such additional equipment as it deems necessary to perform all functions described and as otherwise may be required by this Agreement including such dental equipment as may be necessary. All equipment provided by the Contractor will remain the property of the Contractor.

Any requests of the Contractor for additional new equipment not listed on Attachment C to be provided by the ASCO shall be submitted in writing to the ACSO’s Support Services Administrator before August 1 of each contract year.

21. POLICIES AND PROCEDURES
Prior to implementation of services under this Contract, the Contractor shall develop, update, and maintain a written policy and procedures manual tailored to health services provided in the Detention Facility. This manual will be reviewed annually by the Program Administrator and ACSO Director of Corrections for any necessary updates. The Contractor shall ensure that policies and procedures meet all Standards and reflect best practices and specific health care practices used by the Contractor for the Detention Facility.

22. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth,
knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

24. **DRUG FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington ACSO in accordance with the Arlington ACSO Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract. ACSO is a non-smoking facility.

25. **UNSATISFACTORY WORK**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the ACSO, the Contractor shall, on being notified by the ACSO, immediately remove at the Contractor’s expense such unsatisfactory staff member or equipment and replace the same with medical care provider/s or equipment satisfactory to the ACSO and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to correct the identified issues, ACSO may replace the personnel or equipment at the expense of the Contractor. This paragraph applies during the Initial Contract Term, any Subsequent Contract Term, and during any warranty or guarantee period. The ACSO shall be entitled to offset such expense against any sums owed by the ACSO to the Contractor under this Contract. If the Project Officer and the ACSO deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefore.

26. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT: CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the ACSO determines that all of the following requirements and conditions have been satisfactorily met: the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including licensing, best practices health care, warranty and guarantee periods. However, the ACSO shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the ACSO in its discretion.

If the ACSO determines that the Contractor has failed to perform satisfactorily, then the ACSO will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect (“Cure
Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor’s failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the ACSO prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the ACSO Project Officer within fifteen (15) days after the expiration of the Cure Period. The ACSO may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the ACSO terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the ACSO to the Contractor (unless the ACSO in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the ACSO for all costs incurred by the ACSO after the effective date of termination, including costs required to be expended by the ACSO to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the ACSO upon demand by the ACSO. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the ACSO, and the ACSO shall be entitled to recover, all damages to which the ACSO is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the ACSO to the Contractor under the Contract and all attorney fees and costs incurred by the ACSO to enforce any provision of this Contract.

Except as otherwise directed by the ACSO in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

27. **Termination for the Convenience of the County**
The performance of work under this Contract may be terminated by the ACSO’s Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the ACSO’s best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes
effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the ACSO prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontractors for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the ACSO; and terminate all vendors and subcontractors and settle all outstanding liabilities and claims.

28. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County and ACSO, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "ACSO" for purposes of this section only) from and against any and all claims made by third parties or by the ACSO for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents also to include claims made for payment (e.g., collections by hospitals or non-Contractor employed medical care providers), medical malpractice, discrimination, harassment and violation/s of inmate civil rights. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the ACSO, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the ACSO for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the ACSO and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

29. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County and ACSO, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County and ACSO. If the Contractor, or any of its employees or subcontractors, uses
any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County and ACSO, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County and ACSO for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and ACSO and failure to do may result in such amounts being withheld from any amounts due to Contractor under this Contract.

30. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County and ACSO all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County and ACSO may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County and ACSO by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County and ACSO approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

31. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the ACSO's data or inputs.

The Contractor agrees that all inmate personally identifiable information, medical records, security information, drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the ACSO's request for services under this Contract, are the exclusive property of the ACSO ("Record" or "Records"), and all such Records shall be provided to and/or returned to ACSO upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the ACSO.
Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the ACSO’s request, the Contractor shall deliver all Records to the Project Officer, including “hard copies” of computer records, and at the ACSO’s request, shall destroy all computer records created as a result of the ACSO’s request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

32. DATA SECURITY AND PROTECTION
The Contractor shall hold ACSO Information in the strictest confidence and comply with all applicable ACSO security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted ACSO Information received from, created or maintained on behalf of the ACSO and strictly control access to ACSO Information. For purposes of this provision, and as more fully described in this Contract and the ACSO’s Non-Disclosure and Data Security Agreement (NDA), “ACSO Information” (also referred to as “ACSO Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, ACSO networked resources, and ACSO databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) ACSO’s Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at ACSO facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to ACSO networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the ACSO Project Officer upon request.

(b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access (“use”) to ACSO Information and County networked resources shall not occur in an unauthorized manner. Use of ACSO Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be
solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of ACSO Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) **Data Protection.** The Contractor agrees that it will protect the ACSO’s Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the ACSO a copy of its data security policy and procedures for securing ACSO Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the ACSO, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to ACSO Information to any third party without the express written authorization of the ACSO’s Chief Information Security Officer or designee.

(e) **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store ACSO Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store ACSO Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County’s Chief Information Security Officer or designee, The downloading of ACSO information onto laptops or other portable storage medium is prohibited without the express written authorization of the Sheriff or County’s Chief Information Security Officer or designee/s as applicable.

(f) **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all ACSO Information to the ACSO unless the ACSO requests that such data be destroyed. This provision shall also apply to all ACSO Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the ACSO Project Officer.

(g) **Notification of Security Incidents.** The Contractor agrees to notify the ACSO, and the County’s Chief Information Officer and ACSO Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of ACSO Information.

(h) **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures
for securing ACSO Information and a copy of their disaster recovery plan/s.

33. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, Contractor, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

34. GOVERNMENTAL EMPLOYEES NOT TO BENEFIT
No employee of Arlington County, Virginia, the Commonwealth of Virginia or ACSO shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

35. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The ACSO shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the ACSO that make performance impossible or illegal, unless otherwise specified in the Contract.

36. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the ACSO or the County Purchasing Agent.
37. **RELATION TO COUNTY AND ASCO**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the ASCO. The ASCO will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The ASCO will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the ASCO, the County and the Commonwealth of Virginia will not provide to the Contractor any compensation, insurance coverage or other benefits, including workers' compensation, normally provided by the ASCO, the Commonwealth of Virginia or Arlington County for its employees.

38. **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the ASCO all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the ASCO under this Contract.

39. **REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the ASCO, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.
40. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the Sheriff, or designee.

41. **AMENDMENTS**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the ACSO.

42. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable ACSO policy is waived in whole or in part.

43. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to the Sheriff in writing no later than 15 days after final payment. The Sheriff will respond within 15 days of receipt of the denied claim. If the claim is also denied by the Sheriff, the denied claim may be submitted to the County Manager in writing no later than 30 days after the denial by the Sheriff. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington ACSO Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

44. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

45. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

46. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the ACSO under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the ACSO at law or in equity.
47. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

48. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

49. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County or ACSO pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the Commonwealth, County or ACSO. The parties intend for this provision to be read as broadly as possible.

50. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: **INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; INSURANCE REQUIREMENTS; HIPAA; AND DATA SECURITY.**

51. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

52. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

53. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Mr. Stuart Campbell  
President and Chief Operating Officer  
Corizon Health, Inc.  
12647 Olive Boulevard  
St. Louis, MO 63141
With a courtesy copy to:
Mr. Scott King
Chief Legal Officer
Corizon Health, Inc.
105 Westpark Drive, Suite 200
Brentwood, TN 37027

TO THE COUNTY:

Major Susie Doyel
Director of Administration
Arlington County Sheriff’s Office
1425 N. Courthouse Rd.
Arlington VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

54. NON-DISCRIMINATION NOTICE
Arlington County and ACSO do not discriminate against faith-based organizations.

55. INSURANCE REQUIREMENTS
The Contractor shall provide to the ACSO Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the ACSO. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The ACSO will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $1,000,000.

e. The Contractor shall maintain professional liability and medical malpractice insurance in the amount to equal or exceeding the then-current Virginia medical malpractice cap, which at the time of the time of the execution of this Agreement is $2.1 million dollars, per licensed person working at the ACDF, and such amount to be increased as provided for under Virginia law.

f. Additional Insured - Arlington County and ACSO, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

g. Cancellation - All insurance policies required by this Contract shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington ACSO, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the ACSO notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

h. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

i. Contract Identification - The insurance certificate shall state this Contract’s number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The ACSO reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the ACSO may require a lower deductible, funds equal to the deductible be placed in
escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County and ACSO.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors’ certificates of insurance to the ACSO immediately upon request by the ACSO.

No acceptance or approval of any insurance by the ACSO shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the ACSO for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the ACSO. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

56. HIPAA COMPLIANCE
The Contractor shall promptly execute the Business Associate Agreement set forth as Attachment I and return a copy to the Project Officer. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an Arlington ACSO Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of Work under this Agreement, Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health (HITECH) Act § 13401 that is appropriate and sufficient to require each subcontractor to protect Protected Health Information to the same extent required of Contractor under Arlington ACSO’s Business Associate Agreement and in a form approved by the ACSO. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding Protected Health Information.
Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors and for the failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH, and shall indemnify ACSO for any and all loss, damages, liability, exposure, or costs resulting therefrom.

From time to time, the Contractor shall promptly execute a new BAA, as prepared and forwarded by the ACSO, County or Project Officer, to comply with HIPAA or Privacy Rule statutory or regulatory changes.

57. ACCREDITATION
The contractor shall maintain in good standing accreditation from and comply with the Standards set by the American Correctional Association (ACA), Prison Rape Elimination Act (PREA) and certification from the Virginia Department of Corrections (VADOC) for medically related standards for adult local detention facilities.

58. LICENSES
The contractor shall ensure that all employees hired and/or paid for through this contract ("staff"), including those identified in Attachment E, are licensed by the appropriate agency of the Commonwealth of Virginia and are practicing within the scope of that license. The Virginia license (e.g. nursing, medical doctor) must be in and remain in good standing throughout the contract term and all subsequent contract terms. Any complaints made to the applicable licensing agency or founded complaints prior to or during the time services are performed hereunder must be promptly brought to the attention of the project officer and may be grounds for rejection or removal of that staff member. All staff must be current with any continuing nursing or medical training and continuing educational requirements. All staff must hold current CPR and AED certificates. No suspended, revoked, inactive, provisional or otherwise restricted license personnel may provide services under this contract.

59. AUDIT
The Contractor shall provide periodic aggregate status reports and aggregate invoices, if necessary, which include detailed backup.

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

60. PROHIBITED CONDUCT
The Contractor shall follow all ACSO Policies and Procedures concerning contraband or other prohibited items and ensure that none are brought onto ACSO premises or the ACFD and none shall be shared, exchanged or communicated with inmates. The Contractor shall follow all ACSO Policies as well as ACA, PREA, and VADOC standards in their interaction/s with inmates.
61. **INMATE COPAYS**
ACSO policy requires inmates to pay for certain medical services, which are enumerated in the policy. The appropriate copays are identified by the Contractor and deducted by ACSO from the inmate's account. No inmate shall be denied medical care because of an inability to pay.

WITNESS these signatures:

ARLINGTON COUNTY SHERIFF’S OFFICE

AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: 10-16-13
DATE: __________________________

CORIZON HEALTH, INC.

AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: Jon Walker, CDO
DATE: 10/9/13

APPROVED AS TO FORM
by LEGAL DEPT.
EXHIBIT A

SCOPE OF SERVICES

INTRODUCTION

Under this Agreement the Contractor shall, by way of illustration and not limitation, provide identification of medical needs, scheduling, coordination and payment for all emergency and non-emergency medical and health care services rendered inside and outside the ACDF, for inmates at the ACDF. This includes all supporting examinations, both inside and outside the ACDF, physician services including specialist service (on-site if and when possible and volume merits it), all medical supplies, laboratory supplies, forms, and related items necessary for the provision of appropriate medical services and the acceptable performance of the Contract in accordance with the Contract requirements and those imposed by the Standards. Underlying every deliverable system and service to be provided by the Contractor is the obligation for the Contractor to be competent, proficient, efficient and effective in its systems and services.

Definitions for key terms in this document are included in the solicitation documents.

GENERAL DUTIES OF THE CONTRACTOR

The Contractor shall regularly confer with the ASCO and/or Project Officer concerning existing health-related procedures within the ACDF, any proposed changes in health-related procedures, or any other matter pertaining to the performance of the Contract. Until notified otherwise in writing by the ACSO, the ASCO’s designated representative for all contractual matters is the Support Services Administrator.

In addition to the duties outlined in the Agreement, the Contractor shall:

1. Provide appropriate and necessary health and medical services to a diverse inmate population in the Arlington County Detention Facility (ACDF) principally on-site, as effectively and efficiently as possible.

2. Maintain accreditation from the American Correctional Association (ACA), Prison Rape Elimination Act (PREA) and certification from the Virginia Department of Corrections (VADOC) for medically related standards for adult local detention facilities. To that end, comply with all applicable health care, ACA, PREA and VADOC standards. ("Standards").

3. The Contractor shall assure that complete, accurate and confidential health records are maintained for each inmate. These records shall be complete, accurate and confidential.

4. Provide a qualified Health Services Administrator, approved by the ACSO, to serve as Health Authority consistent with Standards and best practices.

5. Provide a designated responsible qualified health professional that provides leadership and serve as primary contact for the ASCO’s Office staff when the Health Services Administrator is not on site.

6. Provide Virginia licensed physician who shall serve as Medical Director.
7. Provide the ACSO with documentation at the onset of the Contract and through its duration that all of its employees rendering services in the ACFD possess all licenses and/or certifications necessary to render medical services within the ACFD as well as background checks, satisfactory to the project officer.

8. Provide a system of pre-authorization for off-site (not at ACFD) medical services that assures necessary medically and ordered care (not within the scope of on-site qualified health professionals) is referred to qualified & appropriate license community specialists or services with whom the Contractor has a relationship or otherwise is familiar.

9. Minimize the potential for security breaches and reduce transport/security staff requirements by keeping off-premise referrals at as low level as possible.

10. Supply and coordinate all necessary health care programs, and in accordance with the applicable Standards and Contract requirements, implement, modify and continue any and all health care programs for ACFD inmates for the duration of the Contract Term.

11. Provide on-site, day to day management and operation of the ACFD health care program and shall assume all legal, financial, and operational responsibility for the health care program subject to the Contract provisions.

12. The Contractor shall comply with the non-smoking policy and all Regulations and requirements of the ACFD.

13. Provide a process by which any inmate complaints about Contractor services or employees are investigated and addressed when reported.

14. Attendance by appropriate Contractor staff at meetings and generation of reports as outlined in this Contract and/or as otherwise reasonably requested by ACSO.

REQUIRED PROGRAMS AND SERVICES

The Contractor shall provide all services required to appropriately manage ACFD health consistent with Standards. The following represents an overview of selected major program functions consistent with these Standards but is not an exhaustive listing. In all cases, the more stringent requirements between Standards and these descriptions shall govern.

1. Continuous Quality Improvement

The Contractor shall have a written quality improvement plan showing the continuous emphasis on quality it dedicates to all programs and services provided under this Contract. The plan shall be evidence based, i.e., it shall be supportable by data collected and compiled by the Contractor on all service areas it provides under this Contract. While utilization plays a role in the efficiency of services provided, quality indicators in the form of Outcome Measures must be established in coordination with the ASCO to assure both efficiency and quality. Attachment D, PERFORMANCE/OUTCOME MONITORING, UTILIZATION AND COST DATA, AND QUALITY/PERFORMANCE IMPROVEMENT details ACFD's system and tools for monitoring Contractor's efficiency, effectiveness, and
quality of services and may be a starting point for the plan. It also
presents a listing of reports due to the ACSO and cites specifically
those that are required each month prior to the Contractor receiving
payment. Additional reports may be required from time to time. In
summary, those reports are:

a. The Performance/Outcome Monitoring Report
b. The Statistical Data Report
c. The Performance/Outcome Measure Summary

2. Administration and Staffing

The Contractor shall operate 24-hours a day, every day throughout the
duration of this Contract with qualified professional staff and provide
for the health care needs of ACDF inmates. The following key staff
shall be provided:

a. Health Services Administrator

The Contractor shall provide a Health Services Administrator that
acts as the Health Authority. This position shall be responsible for
overseeing all health care operations onsite at least 8 hours per
day, 5 days per week (M-F); and must be on call at all other times.
The Contractor shall provide arrangements acceptable to the ACSO for
back up of this position for planned absences. This position is
responsible for creating and maintaining the environment for
quality, efficient and effective health service delivery by all
disciplines including Medical, Dental, Nursing, Psychiatric, and
ancillary support services. This individual shall be the ACDF’s
immediate contact for health and medical concerns by inmates, ACDF
staff and other interested parties. At all times the Health
Services Administrator is not scheduled, the Contractor shall
provide a designated qualified health provider to act as the
Contractor’s agent and to assure the ASCO maintains an immediate
ability to contact the Health Services Administrator, the Medical
Director, or the Psychiatrist. This position should also provide
such further services as needed to fulfill the purposes of this
Contract.

b. Medical Director

The Medical Director is responsible for the medical appropriateness
and quality of all medical services provided and the proper accurate
and complete charting of care provided. The Medical Director must be
a physician licensed to practice medicine in the Commonwealth of
Virginia. The position should be at least Board eligible, if not
Board Certified in Family Practice or Internal Medicine, and have
practiced in an institutional environment; experience in a
correctional environment preferred. A mid-level provider may be
offered by the Contractor as a physician extender; a nurse
practitioner is preferred over a physician’s assistant. Either must
be licensed to practice in the Commonwealth of Virginia. This
position should also provide such further services as needed to
fulfill the purposes of this Contract.

The Medical Director shall be responsible for the performance of the
Contractor’s clinical coordination of all medical program staff
(additional physician, mid-level provider, and psychiatrist(s)),

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503-13
The Medical Director shall conduct medication and chart review and establish policies and procedures for the medical program described herein, which policies will be reviewed on an annual basis in accordance with Standards. No new or revised policy or procedure which may affect security or operation of the ACDF shall be established without the advance written approval of the ACSO.

c. Director of Nursing

Under the direction of the Health Services Administrator, this position is responsible for organizing nursing services in support of medical, dental, and psychiatrist care plans. The position oversees nursing services in support of the on-site medical unit and the on-site mental health unit and organizes nursing services for all programs and services required under this Contract. This position should also provide such additional services as needed to fulfill the purposes of this Contract.

d. Dentist

This position is responsible for medical appropriateness and quality of dental services. In addition to direct chair-side care, the position supervises any dental support staff.

e. Psychiatrist

The Contractor shall provide sufficient Psychiatrist services (psychiatrist or psychiatrist and qualified psychiatric nurse practitioner) to meet Standards. Tele-Psychiatry may also be used in appropriate situations in lieu of on-site care and consultation.

f. Additional Staff

The Contractor shall provide sufficient additional qualified health staff and ancillary staff to provide the services called for in this Contract. The staffing proposed by the Contractor and accepted by the ACSO shall be detailed using the format presented in Attachment E, STAFFING.

3. Programs and Processes

a. Screening and Health Appraisals at Commitment

Medical and Mental Health Screening Process

1) The Contractor shall provide qualified health care staff in sufficient numbers and at appropriate times to support medical/dental/mental health screening in the intake area within three (3) hours of commitment to the facility or immediately upon request by ACDF staff. Minimum staffing and daily commitments are set forth at Attachment E.

2) The Contractor's staff shall determine any medications required and initiate appropriate action to verify and afford continuation of medications in a timely manner.

3) The Contractor's staff shall triage any required arrestees to determine whether medical treatment is required prior to
commitment (in which case efforts will be made to divert such persons to other medical facilities outside this agreement).

4) The Contractor’s staff shall make an immediate referral to an appropriate mental health provider for any arrestee/inmate identified as having signs and symptoms suggesting mental illness. Suicide precautions must be initiated for any arrestee/inmate presenting with signs and symptoms. Appropriate referrals must also be made to a qualified mental health professional for any arrestee/inmate currently under treatment for mental illness in the community or who reports a history of mental illness.

5) The Contractor’s staff shall administer a tuberculosis skin test (PPD) and provide written materials and verbal orientation to newly committed inmates regarding available medical services and disease prevention education.

Health Services after Commitment

1) The Contractor shall provide qualified health care staff to complete health appraisals (medical, dental, and mental health) within fourteen (14) days after commitment of all inmates consistent with applicable Standards. Health appraisals include by way of illustration and not limitation:

a. Completion and review of initial health screening;
b. Collection of additional information to include physical, mental and dental histories, including obtaining history and records from community (e.g. the inmate’s prior health care providers) providers as the medical staff determines appropriate;
c. Physical examination; and
d. Screening for all reportable illnesses or diseases (see Attachment G); and
e. Standard (defined in 2) below).

The Contractor’s physician must order the following tests at intake on every inmate:

a. communicable diseases including venereal diseases according to Attachment H, Commonwealth of Virginia Reportable Diseases, and
b. any other testing deemed medically necessary based on presenting signs and symptoms.

2) The Contractor’s staff shall review test results, obtain further testing if indicated, initiate appropriate therapy, including immunization where necessary, and document in the arrestee/inmate health record the medical, dental, and mental health status of inmates.

3) Dental screening, instruction in oral hygiene and dental education must be completed within fourteen (14) days of admission to ACDF. A complete dental examination shall be made within 90 days of admission to the ACDF, as required by ACA Standards.
4) The Contractor shall provide annual health screening to all inmates consistent with applicable Standards.

5) The Contractor shall provide medical and dental services as otherwise needed or requested.

b. Sick Call

1) The Contractor shall operate arrestee/inmate Sick Call at least once daily, 7 days per week. Sick Call shall be conducted by a registered nurse or mid-level provider who shall:
   - respond to all arrestee/inmate health care requests and take appropriate action within their scope of practice, or FFF
   - send the request on to Doctor's Clinic, Dental Clinic, Psychiatrists, or Mental Health Therapists for any issues that should be addressed by these health professionals.

2) The Contractor shall assure triage of Non-emergency arrestee/inmate requests for medical services by a registered nurse or mid-level provider within 24 hours consistent with all applicable standards. Sick call may be provided on the units in the treatment rooms or by other means proposed by the Contractor and accepted by the ACSO. Organization of Sick Call shall take into account facility operations and schedules.

c. Required Policies, Procedures, Guidelines, Protocols and Tools

The Contractor shall establish written Policies, Procedures, Guidelines, Protocols and Communication Tools to assure continuity and consistency of care in all operations. At a minimum they should include:

1) Policies that outline major approaches to operations and patient care.

2) Procedures that define how policies should be implemented and by whom.

3) Chronic Care Guidelines to assure timely and appropriate follow-up for patients afflicted with chronic illnesses with the goal of moving inmates who are in poor or fair control to having good control.

4) Nursing Protocols that reflect the scope of nursing practice and delegate responsibilities within that scope to nurses to manage patient care and to assist the physician, mid-level, dentist, or psychiatrist in providing timely and appropriate services to inmates.

5) Inter-Shift Reporting Tool that conveys information on arrestee/inmate health issues pertinent to shift-to-shift and day-to-day operations and the continuity of patient care. This written report should accompany a verbal summary to the nurse on the next shift highlighting information necessary to manage the most immediate needs of inmates and to maintain continuity and consistency of care.
d. **Fees for Health Care Services-ACA Policy 13 - 600.**

By policy inmates are required to pay for a portion of their health care services, prescription services, optometry services, and medical transportation provided to inmates who wish to see their own provider. No co-pay shall be charged for mental health services.

1) The Contractor is required to complete a Health Care Services Charge Sheet. The charge sheet is forwarded to the ACDF accounting assistant to debit the inmate’s account.

2) The Contractor is required to comply with established ACSO’s Office policy for the arrestee/inmate fee system. The ACSO’s Office is responsible for collecting the fees from the inmate.

3) The Contractor shall provide the same level of health care to all inmates regardless of application of a co-pay.

e. **Doctor’s Clinic**

The Contractor shall conduct Doctor’s Clinic at least five (5) times a week in accordance with Standards and shall accommodate referrals from Nursing Sick Call and scheduled appointments for chronic care and/or specialty services referral or follow-up.

f. **Infirmary**

1) The Contractor shall provide health care for a 12-bed infirmary unit on a 24-hour daily basis. This unit includes and requires staffing of two (2) negative pressure quarantine rooms with anti-rooms. The ACSO will not confine any person in any hospital or infirmary for disciplinary reasons.

2) The Contractor shall maximize the use of the infirmary to reduce, as medically appropriate, off-site transportation and/or hospitalization. In addition to providing skilled nursing home type care, the Contractor shall provide in the infirmary:
   - pre- or postoperative care,
   - specialized medical care,
   - specialized orthopedic care, and
   - bed rest with appropriate procedures to reduce susceptibility to bed sores and/or falling risk.

3) The Contractor shall provide appropriately qualified medical staff on a 24-hour basis for the infirmary whenever inmates are housed there. The Contractor shall take into account acuity of the inmate(s) and other health care duties and supplement staffing accordingly.

g. **Mental Health Care**

1) The Contractor shall provide a systematic process for screening, evaluating, and treating inmates with mental health problems. Program statements defining services must be developed in cooperation with the County’s Department of Human Services (DHS). Treatment will require a collaborative effort between the
Contractor's psychiatrists and mental health professionals employed by Arlington County.

2) The Contractor shall be responsible for seeing that appropriate psychiatric care is provided to inmates as clinically indicated and in accordance with all applicable Standards.

3) The Contractor shall provide treatment to inmates in general population or within the Mental Health Unit consistent with the inmate's level of functioning and the level of control of their illness. Treatment decisions include housing in the Mental Health Unit, including crisis cells, and are to be made in accordance with Standards.

4) The Contractor shall ensure that a psychiatrist is on-site in the Mental Health set forth in Attachment E. The Psychiatrist will be responsible for psychiatric treatment and prescribing of medicine for inmates housed in the Mental Health Unit and in general population units. The Contractor shall provide for on-call psychiatrist for emergency consultation and treatment.

5) The Contractor's psychiatrist will establish and keep updated problem lists and care plans that will guide the level of care provided by the mental health team consistent with the current mental health status and needs of each individual inmate.

6) The Contractor's psychiatrists shall, in collaboration with Arlington County therapists, provide a supportive environment in the Mental Health Unit in which both treatment and security needs can be met for inmates.

7) The Contractor shall assure that complete, accurate and confidential mental health records are maintained for each inmate. The mental health record shall be integrated with the general health record of the inmate, which also shall be complete, accurate and confidential.

8) Contractor's qualified nursing staff (trained in each medication's side effects) shall deliver all medications to mentally ill or other inmates. All medication use, storage and dispensing must be supervised appropriately and evaluated periodically by the Contractor.

9) The Contractor shall, in cooperation with DHS, periodically review and update a program for suicide prevention that includes training for new employees or contractors and annual training for all appropriate ACDF staff, DHS staff, and Contractor's health care staff.

10) The Contractor is not responsible for inpatient psychiatric hospitalization confinements or other psychiatric services provided outside the ACDF.

h. Medication Administration and Distribution
1) Medications may be administered to the arrestee/inmate population by licensed nursing personnel or may be Keep on Person ("KOP") by the inmates depending upon the medications involved and the assigned housing unit.
2) No controlled substances, injectable, HIV or psychoactive medications shall be KOP but rather shall be administered on a dose-by-dose basis by licensed nursing staff.

3) KOP medications shall be monitored within the population and the Contractor shall work with ACDF on implementation of the process, the availability of locks for the inmates to secure their medications, and the training of security staff regarding search and seizure situations.

4) ACDF security staff will contact the Contractor’s designated health service staff member regarding any questions about arrestee/inmate medication during admission or during a subsequent search.

5) Inmates in segregation will not be allowed KOP medications unless approved by the Sheriff or designee.

6) It is expected that items of a critical and emergent nature such as nitroglycerin or an inhaler will be allowed KOP. If a restriction of such medication from KOP is needed, such requests must be approved by the Director of Corrections or designee.

7) The Contractor’s qualified nursing staff shall provide medication rounds three (3) times a day seven (7) days a week at times agreed upon by the Contractor and the ASCO or as required by the prescribing physician. Secure Medication Rooms, located in four Program Centers, may be utilized for the distribution of medication during daily medication rounds.

8) The Contractor shall ensure that the medication nurse looks in the mouth and under the tongue of every arrestee/inmate receiving nurse-administered medication to ensure the patient is swallowing the medication. Inmates that are non-compliant shall be given liquefied medications unless contraindicated.

9) The Contractor shall provide continuity of medication for those inmates with current valid prescriptions regardless of type of medication but especially in cases where missed doses may be critical (e.g., mental health prescriptions, HIV and AIDS).

i. Medication Disposal and Destruction

The Contractor shall establish a formal process with the Pharmacy Contractor, in concert with state and federal laws, regarding the destruction or disposal of medications including patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications. Medications shall be purged routinely so that the on-site quantity does not build up. Documentation of all destruction and disposal shall be complete, thorough and available for review upon request.

j. Medication Safety and Storage

The Contractor shall ensure that all medications are maintained in a safe and secure manner and that counts of controlled substances occur on a per-shift basis by the oncoming and off going nurses together. Counts shall be conducted with two personnel at all times. Any waste shall be documented appropriately. Controlled
substance stock shall be managed and documented appropriately with no cross-outs, whiteouts, etc. The nurse in charge of each shift shall monitor this documentation for completeness and accuracy as shall the Director of Nursing as these aspects are critical to the performance evaluations and ongoing supervision of nurses managing these medications.

k. Sharps Management and Inventory

All syringes and sharps shall be stored and managed in a safe and secure environment with double-lock. These items shall be counted per shift and require the participation of two nursing staff. Dental sharps may be managed by the Dentist and Dental Assistant; however, the same counting requirement applies for dental instruments, needles, etc. All staff utilizing sharps shall maintain a perpetual inventory or checklist of which the items were used for during their shift.

l. Intake Medications

The Contractor shall establish a formal process with the Pharmacy Contractor for the handling of medications coming into the facilities with inmates upon intake. If utilized in any way for that specific individual inmate, a nurse must verify that the medication received is the medication described/prescribed. Every effort shall be made to verify existing orders from outside sources if the arrestee/inmate comes in with a current medication prescription. If not utilized, these medications shall be seized upon admission and stored with the individual's property until release. Inmates arriving at intake who are currently on psychoactive drugs shall be continued on the same medications as verified, even if nonformulary, until such time as seen by the psychiatrist and evaluated for a change to a formulary medication. A nonformulary request shall be completed in the event of the intake continuation of a verified community prescription that is not on the current formulary.

m. Specialty Care

The Contractor shall provide timely access to any medically necessary specialty and subspecialty care required to adequately diagnose or treat identified arrestee/inmate serious medical illness. All treatment should be provided in-house (to the degree possible) unless otherwise waived by the ACSO. Access to the following specialty services should be available at competitive discounted rates whenever possible, at a minimum:

<table>
<thead>
<tr>
<th>Specialty Service</th>
<th>Contracted Service</th>
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<tbody>
<tr>
<td>OB/GYN (Including Pregnancy Testing)</td>
<td>ORTHOPEDICS</td>
</tr>
<tr>
<td>DERMATOLOGY</td>
<td>OPTOMETRY</td>
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<tr>
<td>PRE-NATAL CARE</td>
<td>NEUROLOGY</td>
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<tr>
<td>CARDIOLOGY</td>
<td>PHYSICAL THERAPY</td>
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<tr>
<td>EAR, NOSE &amp; THROAT</td>
<td>OPTOMETRY</td>
</tr>
<tr>
<td>GASTROENTEROLOGY</td>
<td>NEPHROLOGY (DIALYSIS)</td>
</tr>
<tr>
<td>GENERAL SURGERY</td>
<td>FAMILY PLANNING (Including Pregnancy counseling per ACA 3-ALDF-4F-04);</td>
</tr>
<tr>
<td>INFECTIOUS DISEASE</td>
<td></td>
</tr>
<tr>
<td>INTERNAL MEDICINE</td>
<td></td>
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</table>
n. Hospital Agreement

The Contractor shall maintain in good standing its contract with a local hospital for access to hospital based inpatient and outpatient services at a reduced 60% rate or Medicare rates for testing and treatment services beyond the scope currently provided at ACDF. A copy of the current contract is attached in Attachment F, HOSPITAL SERVICES CONTRACT. The Contractor, however, is empowered to negotiate with this or other hospitals in the area on behalf of ACDF arrestee/inmate’s needs during the course of the contract to reduce costs. The ACSO shall approve any hospital outside of Arlington County before negotiations are conducted.

The Contractor may arrange and obtain a Contract Agreement with any hospital of its choice within Arlington ACSO for emergency services and referral of inpatient and hospital-based outpatient care when necessary. The hospital selected shall provide full emergency room service and be willing to admit ACDF inmates. The Contract physician may obtain admitting privileges at the local hospital that allows for the physician to visit inmates for necessary follow-up to that hospital if it will allow reduced costs and improved continuity of care.

The Contractor may enter into agreements together with similar facilities in other local jurisdiction or with the Virginia Department of Corrections to reduce costs by combining service needs for negotiation of better pricing and/or service. Any such arrangements are to be made only with the approval of the ACSO.

o. Responses to Non-emergency Arrestee/inmate Care

Upon the request of the ACSO, an ACDF correctional staff member or administrator, the Contractor must communicate with or examine an arrestee/inmate experiencing non-emergency distress within no more than the time frame requested by ACDF.

p. Eye Care

The Contractor shall provide eye care when screening with an optical chart indicates an inmate’s need to for visual correction. In such cases a referral to an optometrist referred by the Contractor shall be made.

q. Dental Care

The Contractor shall provide dental care services on-site, to the extent possible given the facilities provided. The dental care program shall provide for basic dental services at least three (3) days per week including extractions, fillings and hygiene services as well as defined mechanism for handling emergency services. Any necessary periodontal care (that which is required to treat a painful condition) shall be provided as directed by the dentist. A dentist licensed to practice in the Commonwealth of Virginia will perform all exams and treatment unless within the scope of practice of a Contractor provided hygienist or certified dental assistant. If care cannot be provided to facility limitations, the Contractor shall promptly notify the Project Officer and work to secure alternative arrangements.
r. Ancillary Services

The Contractor will be responsible for all health care ancillary services and supplies including, by way of illustration and not limitation.

1) Laboratory Service:

All laboratory tests are to be performed at the expense of the Contractor. These include but are not limited to, PPD tests, syphilis serology, gonorrhea culture, pap smears, hematology and urinalysis. The Contractor must adhere strictly to the ACSO's written guidelines and applicable standards for AIDS screening, testing, and treatment. Implementation of the AIDS Policy will require cooperation between the Contractor and the Arlington County Department of Human Services as defined in the guidelines.

2) Pharmaceutical Delivery and Onsite Pharmacy Maintenance Services:

The Contractor shall be responsible for managing day-to-day operations associated with ordering and dispensing of pharmaceuticals (medications) and must participate in a Pharmacy and Therapeutics Committee quarterly. Services to the inmates shall be provided in accordance with applicable Federal, State, and Local statutes as well as applicable Standards. The Contractor shall ensure that pharmaceuticals are tightly controlled and stored securely and ensure that the medications that were ordered are received.

3) Radiological Services:

The Contractor shall provide radiological services on-site, to the degree possible. The Contractor shall be responsible for subcontracting further for additional radiological services.

4) Dialysis Services:

The Contractor shall provide dialysis services on-site, to the degree possible, through a subcontract with a community provider. The Contractor is encouraged to examine the possibility to enter into a cooperative arrangement with one or more of the other jails in the area to combine volume and reduce costs for dialysis services. The Contractor will assist with billing related to dialysis services provided to inmates from other jurisdictions.

s. Arrestee/Inmate Health Education

The Contractor shall develop and deliver a health education plan including but not limited to: HIV/AIDS education, substance abuse education, personal hygiene, pre-natal care, OB/GYN, women's health subjects (including family planning) and dental hygiene care. The plan shall be made available to all inmates (verbally or in writing) in a language they understand.
t. HIV/AIDS

1) The Contractor shall provide counseling and education for all inmates. Inmates who request testing and who meet established high-risk criteria for testing shall be tested. Inmates who do not meet the established high-risk criteria shall be tested upon the inmate's request at the inmate's own expense.

2) The Contractor shall deliver pre and posttest counseling.

3) The Contractor shall provide all currently acceptable medication(s) medically necessary to treat inmates determined to be HIV positive as prescribed by the physician.

4) The Contractor shall provide continuing medications for those inmates with current valid prescriptions.

5) The Contractor shall draw blood for HIV testing of any arrestee/inmate where a court order for the test exists, or by consent of the inmate, for the purpose of follow-up on potential exposure to other victims or law enforcement personnel.

u. Medical Diet Requirements

The Contractor shall develop appropriate medically necessary diets as determined by a RN or Physician and communicate this information to the food service section in writing. Medical diets are reviewed to comply with NCCHC standards.

v. Emergency Care for ASCO Employees

The Contractor shall provide initial emergency medical care for ACSO employees who take ill or are injured within the ACDF.

w. Substance Abuse Program

The Contractor shall support the DHS program for detoxification conducted in the ACDF.

x. Work Program Physical

The Contractor will provide physical examinations for outside work program inmates and general work force inmates to ensure that the inmates are physically capable to perform the assigned work duties. Results of the Examination shall be forwarded to the Work Force Coordinator. This notification will be made both in writing and through automated means.

DNA Testing

The Contractor will comply with Virginia Code §19.2-310.3, as amended, and shall obtain a specimen by buccal swab on all convicted felons prior to release from the ACDF and Arlington County courts as well as maintain storage as needed for such samples. The ASCO is responsible for delivering these blood samples to the appropriate DNA lab as authorized by the statute.
y. **Transportation**

The ACSO shall provide and pay for routine transportation of prisoners between the facility and any medical facility within the Commonwealth of Virginia and between medical facilities, as the Contractor may deem necessary and appropriate for the medical care of the prisoner. The ACSO shall provide and pay for ASCO vehicles and drivers available for emergency transportation in the event that the Contractor deems it is necessary and appropriate to use such a vehicle. The Contractor shall be responsible for the coordination of emergency ambulance services.

The ACSO shall provide and pay for security in connection with all transportation covered by this section. For non-emergency transports, the Contractor should attempt to coordinate multiple appointments to nearby locations in order to reduce the number of transports when feasible.

z. **Medical Waste**

The Contractor shall dispose of the medical waste generated within the ACDP and medical waste collected by the ACSO Deputies during performance of their duties, in compliance with applicable federal, state, and local regulations. The definition of Medical Waste and the description of methods of disposal that the Contractor shall comply with are included in OSHA standard CFR 29, Part 1910.

aa. **Records**

Medical and Dental records of each arrestee/inmate shall be maintained on-site by the Contractor. These records shall be maintained separately from confinement records and shall be kept secure as required by law. The Contractor shall be the official custodian of these records during the performance of the services under this Contract. The ACSO shall have access to all medical records during the term of this Agreement. Records that are scheduled for destruction under approved retention schedules of the Commonwealth of Virginia shall be returned to the ACSO for destruction. At the termination of the Agreement, all medical records shall become the property of the ACSO. To the fullest extent permissible by law, the Contractor shall have access to all medical records after the termination of this Agreement in order to prepare for litigation or anticipated litigation brought by third persons in connection with the services rendered by the Contractor pursuant to this Agreement and both parties agree to cooperate with one another in the event of litigation.

**Contractor Reports**

The Contractor shall submit monthly reports to the ACSO detailing the overall operation of the health care services program and the general health of the persons committed to the custody of the ACDP. The Contractor shall regularly confer with the ACSO concerning existing health-related procedures within the ACDP, any proposed changes in health-related procedures, or any other matter pertaining to the performance of the Contract.
The Contractor shall submit to the ACSO a written monthly evaluation of treatments provided to the inmates which shall include a long term illness report and other statistical information covering the arrestee/inmate population as may be required by the ACSO. The Contractor shall provide the ACSO upon request a specific report detailing medical information within two business days. Other reports may be requested by ACSO from time to time.

The Contractor shall report annual statistical summaries and a narrative executive summary highlighting Contractor operations as well as successes and opportunities for improvement by Fiscal Year (July 1-June 30). The Contractor may also provide reports by contract year but not in place of the fiscal year reports. If the annual statistical summary and executive narrative is not received by July 31st the ASCO may withhold monthly payments until it is received.
ATTACHMENT A

CONTRACT PRICING

A. Contract Pricing Structure

Capitated (CAP) Model

The Capitated Model identifies a fixed amount that is payable to the Contractor in equal monthly amounts inclusive of all care (staffing, hospital and specialty costs, overhead and profit) which theoretically captures all fixed costs. Only a portion of the variable costs, such as hospitalization and specialty costs above the expected level of utilization are accommodated by the CAP and the remainder is a direct pass-through to the ACSO. The Contractor is paid 1/12th of the CAP and payments are adjusted when costs are identified that are beyond the CAP amount. Offerors of this model are encouraged to provide some type of shared risk arrangement for costs over the CAP. This may be tied to a dollar amount associated with "catastrophic" care. Offerors are encouraged to be innovative. The parties have agreed to Contract pricing based on the Capitated Model and the pricing for the initial term of the Agreement is described in Sections D and E below.

B. Contract Year

The Contract Year closing shall be of each year and reconciliation shall be made at this time based on actual paid claims and paid costs according to the mechanisms described in this Agreement. In the last year of the Contract, the contract year will close 90 days after the termination of the contract to allow for the processing of delinquent bills from off-site hospital and specialty providers.

C. Monthly Staffing Costs

Monthly staffing costs are adjusted for clinical-position hours not provided on a monthly basis and for any liquidated damages assessed according to Attachment B, LIQUIDATED DAMAGES.

D. Base Compensation

For Year 1 of the Agreement, the ACSO will pay to Contractor the base price of $2,950,254. This base price shall be paid in monthly installments. The following table details the base price for consecutive years and monthly installments the ACSO will pay the Contractor in subsequent years:

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BASE PRICE</td>
<td>$2,950,254</td>
<td>$3,026,041</td>
<td>$3,083,310</td>
<td>$3,137,186</td>
<td>$3,206,616</td>
</tr>
<tr>
<td>MONTHLY INSTALMENTS</td>
<td>$245,855</td>
<td>$252,170</td>
<td>$256,943</td>
<td>$261,432</td>
<td>$267,218</td>
</tr>
</tbody>
</table>
The Contractor will invoice the ACSO thirty (30) days before the first day of the month for which services will be rendered. The ACSO agrees to pay Contractor in accordance with the timeframes specified in the Agreement. In the event the Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will be prorated accordingly for the shortened month. This base compensation also includes the costs for all off-site services, subject to an annual aggregate limit, as further outlined in Section (E) below.

E. Limitations on Financial Responsibility for Off-Site Services Costs

The Contractor shall be responsible for all health care and related costs as defined in the Contract, subject to an annual aggregate limit of Three Hundred and Seventy-five Thousand Dollars ($375,000) ("annual aggregate limit" or "annual aggregate total") for all costs associated with off-site services, including hospitalization/s, all off-site specialty services, off-site diagnostic procedures, emergency transportation services and all on-site and off-site dialysis services (collectively, the "Off-Site Services"). If annual discounted Off-Site Services costs are less than the $375,000 annual aggregate limit, 80% of the difference between the annual aggregate limit and actual costs for Off-Site Services shall be reimbursed by the Contractor to ACSO and 20% of the difference shall be retained by the Contractor. ACSO shall be responsible for all Off-Site Services costs in excess of the annual aggregate total of $375,000. In the event this Contract should terminate prior to the end of the then current contract year for any reason, the annual aggregate limit will be prorated accordingly based on the fractional portion of the total contract period during which Contractor actually provided or secured off-site Services.

The Contractor shall provide monthly documentation of the claims accrued and the claims adjudicated to support the calculation of the annual aggregate limit status. The Contractor’s monthly claims documentation will be submitted in a format that provides both a cumulative ear-to-date report and monthly report. For the purposes of this Contract, the term "claims accrued" shall mean claims not yet received by the Contractor for authorized medical services, but for which the Contractor has estimated the costs. For the purposes of this Contract, the term "claims adjudicated" shall mean claims received by the Contractor that are verified, any contractual discounts applied and matched to an authorized medical service and approved by the Contractor for payment. The Contractor is responsible for all claims adjusting and payment regardless of the annual aggregate limit.

In order to satisfy working capital requirements, which tend to vary as a result of utilization trends, the parties shall have a quarterly reconciliation of the annual aggregate limit. The ACSO shall apply adjustments from each quarterly reconciliation to the subsequent month’s invoice in the form of a credit to the ACSO or additional reimbursement to Contractor. The quarterly reconciliation of the annual aggregate limit shall be determined by comparing the pro-rated portion of the annual aggregate limit and the claims adjudicated by the Contractor for the Off-Site Services as accumulated on a contract year-to-date basis.

The Contractor will provide a final reconciliation of each annual aggregate limit within 150 days from the end of each Contract year.

The final reconciliation of the annual aggregate limit shall take into account all prior quarterly reconciliations. The final adjustment
shall be applied to the subsequent month's invoice in the form of a credit to the ACSO or as additional reimbursement to Contractor. In the event there are any claims that have not been billed by third party providers and/or which have not been processed, adjudicated and paid by Contractor during the 150 day final Contract year reconciliation period, the parties shall agree to an extension of the final reconciliation period as reasonably necessary to ensure that all remaining claims for that contract year are properly paid and reconciled.

In the event that this Contract has expired or terminated, any payments that would otherwise be due to the Contractor under this Contract shall be withheld pending the final reconciliation and any adjustments made.

In the event that this Contract has expired or terminated and there is no subsequent month's invoice/s, adjustments shall be in the form of a Final Payment to the ACSO or additional reimbursement to the Contractor within thirty (30) days of receipt of the final reconciliation. Late payments by the Contractor at the conclusion of this Contract are subject to the accrual of interest at the judgment rate of interest set forth in the Code of Virginia.

F. Changes in the Law, Standard of Care or Scope of Services

The prices set for in this Attachment A reflect the scope of services as outlined in the Contract and the current standard of care with regard to health care services. Should there be any change in or modification of standards of care, or scope of services that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued or any statute or guideline adopted materially increasing the cost to Contractor of providing health care services hereunder, the increased costs related to such change or modification are not covered in this Contract and will be negotiated with the ACSO in accordance with the ADJUSTMENT FOR CHANGES IN SCOPE section of the Agreement.
ATTACHMENT B

LIQUIDATED DAMAGES

The ACSO and the Contractor agree that damages for the Contractor’s failure to provide adequate staffing required in the Contract Documents and/or the Contractor’s non-compliance with Outcome Measures are not susceptible to exact determination but that the amounts of liquidated damages calculated as specified below are in proportion to the actual loss that the ACSO would suffer from such failure and/or non-compliance, not as a penalty.

A. STAFFING:

Each position has been defined in Attachment E is agreed to be essential for the efficient and effective operation of Contractor’s health services within ACDF therefore the Contractor is expected to fill all vacant positions as soon as possible and to provide temporary or permanent replacement staff for absences expected to exceed thirty (30) days. To the extent permissible under applicable licensing regulations, the Contractor may fill a lower level position vacancy (e.g., LPN) with hours provided by a higher level position (e.g., RN) temporarily when a vacancy occurs, but the pay differential is the obligation of the Contractor. The Contractor shall not fill a higher level position with a lower level position with the exception of the DON temporarily acting as the Health Services Administrator, if qualified, and if approved by the ACSO. Any additional compensation needed for a DON temporarily acting in the HSA position shall be the responsibility of the Contractor and shall serve as incentive to fill this Key Staff position quickly.

Within the first thirty (30) days of a vacancy, the Contractor will be reimbursed for any extra hours provided by existing staff at the Contract rate identified in Attachment E for the position that has become vacant. After 30 days, if a replacement is not found to fill the full complement of hours covered by the position, liquidated damages shall be assessed in the amount of 10% of the vacant position’s hourly rate times the hours not provided. Liquidated Damages shall be assessed for Key Staff using the same formula but at a rate of 25% of the hours not provided. All positions and hours referenced in this section refer to the hours listed in Attachment E.

B. SUSTAINED CONTRACT NON-COMPLIANCE SHORT OF BREACH:

Since Outcome Measures have been identified in this Agreement and shall be monitored each month by the Contractor’s Health Services Administrator and the ACSO’s Support Services Administrator, and any non-compliance with essential outcomes in any month is expected to be corrected in the following month through an aggressive corrective action plan developed and implanted by the Contractor with the approval of the ACSO, liquidated damages shall not be assessed unless non-performance extends beyond a second reporting month ("sustained non-compliance"). The ACSO shall assess liquidated damages up to five thousand dollars ($5,000) per month for any sustained non-compliance after the second month. The amount will vary based on the ACSO’s assessment of the relative seriousness of the non-compliance and the seriousness of the effort put forth and documented by the Contractor to resolve it. The parties specifically agree that ACSO’s determinations of the basis for the assessment of liquidated damages is final and not subject to challenge.

See Attachment D, PERFORMANCE/OUTCOME MONITORING, UTILIZATION AND COST DATA, AND QUALITY/PERFORMANCE IMPROVEMENT, for a listing of all Outcome Measures, including Essential Outcomes.
ATTACHMENT C

Medical Unit
Equipment Inventory

The following inventory is provided by ACSO for non-expendable equipment available for use by the Contractor.

1. Weighting Scales - (1)
2. Wheel Chairs - (6)
3. Stretcher - (2)
4. Recliner chair -
5. Medication Carts - (4)
6. Standing B/P Machine - (1)
7. Wall Mounted B/P Machine - (4)
8. Dressing Tray Carts - (2)
9. Pulse O2 Machine - (1)
10. IV Poles - (1)
11. Walkers - (1)
12. Examination Tables - (4)
13. Examination Lights - (2)
14. Eye and ear Kit - (1)
15. EKG Machine - (2)
16. Suctioning machine - (1)
17. Doppler - (1)
18. Refrigerators - (4)
19. Centrifuge Machine - (1)
20. Breathing machine - (1)
21. Examination Screens - (1)
22. Autoclave - (1)
23. Emergency Bags
24. Dental Chairs - (2)
25. Electric Dina map monitors w/ Stands - (2)
26. Wall Mount Diagnostic transformer w/ Equipment heads - (3)
27. Mobile Treatment Carts - (2)
28. Lockers
QUALITY ASSURANCE

The Contractor shall provide a written quality improvement plan which assures that inmates receive medically appropriate and necessary care with quality equivalent to that provided in the general community across all areas of service provided under this Contract. This must be done while accommodating security concerns. The Contractor must work closely with the ACSO to assure that health care and security needs are met for all levels of inmates at all times.

The Contractor’s quality improvement program shall include such audits, narrative reports and executive summaries necessary to identify and remedy any quality issues in identified in the Contractor’s operations.

Reports of activity from the monthly meetings distributed on Quality Improvement activity affecting services provided pursuant to this Contract must be provided to the Support Services Administrator on a monthly basis. To the extent permissible by law, any reports provided will remain confidential.

PERFORMANCE/OUTCOME MONITORING

The ACSO requires the continuous collection and periodic reporting of utilization and cost data to review and to continually assess with the Contractor the efficiency and effectiveness of health care services operations within ACDF. To this end the Performance Monitoring Report that follows shall serve as a basis for the required data to be collected and reported by the Contractor on a monthly basis. The ACSO may over time find the need to modify the data elements and reporting format and retains the right to do so. However, the Contractor is not restricted to collecting only this information. The Contractor should petition the ACSO to add or modify the data elements or reporting format if it has the potential for improving the understanding of operations and the quality of decision-making or service management.

Each of the following reports, the Monthly Performance Monitoring Report, the Monthly Statistical Data Report, and the Monthly Performance Outcome Summary Report are to be completed by the Contractor each month and provided to the Support Services Administrator. Each month, the Contractor may collapse the report by removing non-relevant sections.

The reports must be received before any additional monthly payments to the Contractor can be authorized and released.

A. Monthly Performance Monitoring Report

Note: Not all section will have information to report. Non-relevant sections are to be deleted each month.

Note: The contents of the report also detail the type of review required.
1) **Mortality Review:** The facility monitors adverse patient occurrences (J-A-06). The responsible health authority determines appropriateness of clinical care, determines the need for any changes in the system’s policies, procedures, or practices, and identifies trends that require further action.

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<tr>
<th>List of Cases Undergoing Mortality Review During the Month</th>
<th>Status of Review</th>
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Note: Specific details of review are not provided in this report.

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Comment:

Note: Use general comments on system or individual opportunities for improvement. PHI or case details should not be included.

2) **Grievances, Complaints:** Grievance mechanisms are important to a CQI program (J-A-11). Grievance responses should be timely and based on principles of adequate medical care. The reports should capture the following information:

Grievances over the past two months have (increased/decreased). During the month, ___% of the grievances were responded to within the required time frame and ___% of the responses reflected principles of adequate medical care.

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<tr>
<th>Grievance Category</th>
<th>Total Recorded</th>
<th># Found in Favor of the Inmate</th>
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<td>Access to Health Care</td>
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<td>Quality of Health Care</td>
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<td>Unfair Treatment/Rights Violation</td>
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<td>Untimely Medication Renewal</td>
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<td>Untimely Response to Request for Medical Services</td>
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Review of all grievances revealed the following:

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3) Medication Administration, Prescription Practices:

a. Ten Medication Administration Records (MARs) were randomly selected by the Health Services Administrator and reviewed. The following problems were identified:

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Comment:

b. Ten inmates were monitored for accuracy in self-delivery of KOP medications by the Health Services Administrator and/or Director of Nursing. The following problems were identified:

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Comment:

c. Ten health care charts were randomly selected by the Health Services Administrator and reviewed for the following:

- compliance with formulary;
- frequency of orders changed;
- provider failed to review history; and
- provider unaware of other treating staff prescriptions.
4) Chronic Care Review

Ten health care charts were randomly selected by the Health Service Administrator from charts of inmates known to have chronic illness and reviewed for the following:

- Inmates with chronic illness were seen by the physician commensurate with their status (those in good control periodically, those in fair control at least every 6 months, and those in poor control, frequently);
- Medications continued without interruption;
- Action was taken for any abnormal lab results;
- The physician recorded a plan of care; and
- Documentation supports the care plan was carried out.

5) Chart Reviews

Ten charts will be randomly selected by the Health Authority and reviewed for the following:

- Entries are consistently signed, dated, and timed;
- Entries are legible;
- SOAP notes are used consistently;
- Protocols are followed;
- Documentation reflects an understanding of history, physical assessment, diagnosis, and plan of care;
- Patient education was conducted and appropriately documented;
- Lab results were appropriately reviewed by MSF; and
- Patient Advocacy - Rapid identification and resolution of clinical issues.
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Comment:

6) **Infection Control**

For all new cases of infectious diseases (HIV, Methicillin Resistant Staphylococcus Aureus, Tb, Hepatitis C, etc.) the Medical Director reviewed the cases related to the following:

- Illness and/or outbreaks of infectious disease were identified timely and treated appropriately;
- Appropriate precautions were followed; and
- Statistical information was reported to public health, the County division where required.

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Comment:

7) **Utilization Review (UR) Statistics**

This monthly report must consist of the data described in Attachment A (at a minimum), be attached to this monthly report as Attachment B, and address the following:

- What has changed significantly? Can it be explained?
- Do the statistics inspire questions that should be asked and investigated?
- What action has been or should be taken as a result of the statistics?
- Are there cost implications to utilization trends?

- In reviewing the data across several months the following trends have been noted:
• As a result, the following has been identified:

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Comment:

8) Safety

The HSA is a member of the Safety discussion during the MAC Meeting. Pertinent information from that meeting (below) must be communicated in the Continuous Quality Improvement committee meeting.

- Review of meeting minutes from the Facility Safety Committee.
- Review of Inmate accident reports.
- Safety Concerns specific to health care operations.

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Comment:

Monthly Statistical Data Report

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<tr>
<th>MEDICAL/DENTAL (CMS)</th>
<th>CLINICAL ON-SITE</th>
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<tbody>
<tr>
<td>MEDICAL HOUSING</td>
<td></td>
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<tr>
<td>Infirmary Capacity (= beds minus off-line)</td>
<td># Intake Screens (Nursing)</td>
</tr>
<tr>
<td># Infirmary Admissions</td>
<td># Nursing Sick Call Visits</td>
</tr>
<tr>
<td># Infirmary Inpatient Days</td>
<td># Nurse Sick Calls not triaged w/in 24 hrs</td>
</tr>
<tr>
<td>Average length of Stay (LOS)</td>
<td># Nursing Chronic Care Visits</td>
</tr>
<tr>
<td>Average Daily Census</td>
<td># Urgent/Emergent Housing Unit Responses</td>
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<tr>
<td>DENTAL SERVICES</td>
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<tr>
<td># Screenings by Dental Aide</td>
<td># Nursing Segregation Visits</td>
</tr>
<tr>
<td># Dentist Appointments</td>
<td># Receiving Intake Physicals</td>
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<tr>
<td># Emergent/Urgent Dentist Visits</td>
<td># Physician Visits</td>
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<tr>
<td># Surfaces filled</td>
<td># Annual Physicals</td>
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<tr>
<td># Extractions</td>
<td># Chronic Care/Physician</td>
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<tr>
<td># Inmates receiving X-ray</td>
<td># Unscheduled Physician Visits</td>
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<tr>
<td>DENTAL (CMS)</td>
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<tr>
<td>MEDICAL HOUSING</td>
<td>CLINICAL ON-SITE</td>
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<tr>
<td># 90 Day dental exams</td>
<td>COMMUNITY VISITS</td>
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<tr>
<th>ANCILLARY SERVICES</th>
<th>PHARMACY</th>
<th>INFECTIOUS DISEASE</th>
<th>MISCELLANEOUS MEDICAL (CMS)</th>
<th>MENTAL HEALTH (DBS)</th>
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<tbody>
<tr>
<td># Unscheduled Dental Visits</td>
<td># Emergency Room Visits</td>
<td># Hospital Admissions</td>
<td># Ambulance Trips</td>
<td># Inpatient Surgeries</td>
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<td># X-ray films taken</td>
<td># Inpatient Surgeries</td>
<td># Outpatient Surgeries</td>
<td>Hospital days</td>
<td>Hospital LOS</td>
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<td># inmates had labs</td>
<td># Average Hospital LOS</td>
<td># Cardiology</td>
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<td># lab tests</td>
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<td># Positive PPD reactions</td>
<td># Dental</td>
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<td># OB/GYN</td>
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<td>Scripts ordered by Dentist</td>
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<tr>
<td></td>
<td># Delayed Rx Start (&gt; 24 hours from order)</td>
<td># Dialysis Visits</td>
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<tr>
<td></td>
<td># Delayed Stat Medications</td>
<td># Optometry</td>
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<td># of inmates on psychotropic Rx</td>
<td># Dialysis Visits</td>
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<td>Inmates on psychotropic Rx by Physician</td>
<td># Inmates on Dialysis</td>
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<tr>
<td></td>
<td>Scripts ordered by Dentist</td>
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</table>
## Monthly Performance Outcome Summary - Medical

### Corrections Division

**ARLINGTON COUNTY VISION STATEMENT:** Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.

**PROGRAM MISSION:** Recognizing the obligations of operating correctional health services recognizing the underlying need to maintain a safe and secure environment and to meet the federal Constitutional mandate to provide unimpeded access to health services which meet the serious medical needs of prisoners. The Health Services Program is also responsible to provide services that will promote a positive attitude, encourage behavioral change, and support, where possible, alternatives to incarceration programs, including support of the following: Inmate Work Program, Community Work Program, Work Release, Electronic Home Monitoring Program, Pre-Trial Program and educational programs.

**COMMUNITY OUTCOMES SUPPORTED:** A safe and secure community, reduced recidivism, efficient use of taxpayer dollars, value in services provided or purchased on behalf of the County, ACSO and taxpayers.

<table>
<thead>
<tr>
<th>Outcome Measures</th>
<th>FY 2013</th>
<th>FY 2014</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
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<tr>
<td>Rate of referrals for outside specialty services (%)</td>
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<tr>
<td>Service Quality:</td>
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<tr>
<td>Compliance with ACA, NCCHC, VADOH, DHS standards</td>
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<td>Percentage of inmates receiving health screening within 3 hours</td>
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<td>Percentage of inmates taking medications</td>
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<tr>
<td>Percentage of inmates on chronic medication with timely renewal</td>
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<tr>
<td>Percentage of Sick Call Requests responded to within 24 hours</td>
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<td>Percentage of physical examinations completed within 14 days</td>
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<td>Percentage of chronic care inmates evaluated within 90 days</td>
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<td>Efficiency:</td>
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<tr>
<td>Average cost of medical services per inmate per day ($)</td>
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<td>Average cost of medications per inmate per month ($) (Medical Only)</td>
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<td>Number of hospitalization days saved (ANNUAL REDUCTION IN AVOIDABLE DAYS)</td>
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<tr>
<td>Number of community transports saved</td>
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<tr>
<td>Workload/Outputs:</td>
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<tr>
<td>Admissions screenings</td>
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<tr>
<td>Number of physicals performed</td>
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<tr>
<td>Infectious disease screenings: TB</td>
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</tbody>
</table>
Infectious disease screenings: HIV
Infectious disease screenings: Hepatitis C
Infectious disease screenings: MRSA
Infectious disease screenings: STD
Sick call requests by inmates
Number of inmate physician/mid-level provider visits
Number of inmate nursing visits
Number of inmates seen for dental visits
Inmates sent out for emergency treatment
Inmates admitted to the hospital
Total hospital days provided to inmates
Number of KOP prescriptions
Total prescriptions
Number of inmates receiving on-site IV therapy.

Inputs:
Expenditures ($000)
Workyears

Notes:

1. ACA = American Correctional Association, VADOC = Virginia Department of Corrections, and DHS = Arlington County Department of Human Services.

2. Annual Reduction in Hospital days (Avoidable Days) = Days of on-site IV therapy (Chemotherapy, Infusion Pump, Antibiotics, other), Holter Monitor, or other procedure days that are saved by providing services on-site.

3. The number of inmate medical transports that were saved as a result of #2 above, on-site suturing, on-site punch biopsies, on-site dialysis, on-site physical therapy.

4. This report is on a fiscal year basis (June 30-July 1). This report shall be amended as appropriate for each Subsequent Contract Term.

Explanations:
In 1976 that the United States Supreme Court ruled in Estelle v. Gamble affirming that prisoners had the right to be free of "deliberate indifference to their serious health care needs." It also affirmed the courts have both the right and the duty to intervene. "Deliberate Indifference" applies "...whether the indifference is manifested by prison doctors in their response to the prisoner's need or by prison guards in intentionally denying or delaying access to medical care or intentionally interfering with the treatment once prescribed. Regardless of how evidenced, deliberate indifference to a prisoner's serious medical illness or injury states a cause of action." (Estelle v. Gamble, 1976:104-105) This establishes the mandate for inmate health services which is reflected in the Standards cited above, and supported by State and County mental health code or regulations.

Outcome Stakeholders:
Department of Human Services, Correctional Medical Services, Inc., Community Providers, Inmates and Families, Commissioners, Virginia Department of Corrections, Federal Bureau of Prisons, Regional Jail

Major Related Plans and Guidelines:
MONTHLY PERFORMANCE OUTCOME SUMMARY - MENTAL HEALTH

CORRECTIONS DIVISION:

ACDF VISION STATEMENT: Arlington will be a diverse and inclusive world-class urban community with secure, attractive residential and commercial neighborhoods where people unite to form a caring, learning, participating, sustainable community in which each person is important.

PROGRAM: Services - Arlington County Detention Facility PROGRAM ELEMENT: Mental Health Services

PROGRAM MISSION: Recognizing the obligations to provide a correctional mental health services that provides care within a safe and environment and to meet the federal Constitutional mandate to provide unimpeded access to mental health services which meet the serious medical needs of prisoners. The Health Services Program is also responsible to provide services that will promote a positive attitude, encourage behavioral change, and support, where possible, alternatives to incarceration programs including support of the following: Inmate Work Program, Community Work Program, Work Release, Electronic Home Monitoring Program, Pre-Trial Program and educational programs.

COMMUNITY OUTCOMES SUPPORTED: A safe and secure community, reduced recidivism, efficient use of taxpayer dollars, value in services provided or purchased on behalf of the ACSO and taxpayers.

<table>
<thead>
<tr>
<th>OUTCOME MEASURES</th>
<th>FY 2013</th>
<th>FY 2014</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018 EST</th>
<th>ACTUAL</th>
<th>ACTUAL</th>
<th>ACTUAL</th>
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<tr>
<td>Rate of referrals for outside specialty services (%)</td>
<td></td>
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<td>Compliance with ACA, NCCHC, VADOC, and DHS standards</td>
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<td>Percentage of inmates receiving mental health screening within hours</td>
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<td>Percentage of inmates taking psychotropic medications</td>
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<td>Percentage of inmates on chronic medication with timely renewal</td>
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<tr>
<td>Percentage of Medical referrals to mental health responded to w/in 24 hours</td>
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<tr>
<td>Percentage of psychiatric examinations completed within 72 hours</td>
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<tr>
<td>Percentage of referrals to MH that result in referrals to a psychiatrist</td>
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<tr>
<td>Number of Suicide Attempts</td>
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<td>Average cost of mental health services per inmate per day ($)</td>
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<td>Average cost of MH medications per inmate per month ($)</td>
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<td>Percentage of laboratory tests clinically justified</td>
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<tr>
<td>Number of Psychiatrist visits</td>
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</table>

53
503-13
### Number of Therapists evaluations

### Number of Therapist segregation evaluations

### Number of Suicide Risk Assessments performed

### Number of Treatment Plans developed

### Number of Discharge Plans developed

### Number of Community Referrals

### Number of MH Unit Admissions

### Mental Health Unit average length of stay (ALOS)

### Inputs:

### Expenditures ($000)

### Workyears

### Notes:

1. ACA = American Correctional Association, VADOC = Virginia Department of Corrections, and DHS = Arlington ACSO Department of Human Services.

### EXPLANATION:

In 1976 that the United States Supreme Court ruled in Estelle v. Gamble affirming that prisoners had the right to be free of "deliberate indifference to their serious health care needs." It also affirmed the courts have both the right and the duty to intervene. "Deliberate Indifference" applies "...whether the indifference is manifested by prison doctors in their response to the prisoner’s need or by prison guards in intentionally denying or delaying access to medical care or intentionally interfering with the treatment once prescribed. Regardless of how evidenced, deliberate indifference to a prisoner’s serious medical illness or injury states a cause of action." (Estelle v. Gamble, 1976:104-105) This establishes the mandate for inmate health services which is reflected in the ACA, NCCHC, and VADOC Standards cited above, and supported by State and ACSO mental health code.

### OUTCOME STAKEHOLDERS:

Department of Human Services, Correctional Medical Services, Inc., Community Providers, Inmates and Families, Commissioners, Virginia Department of Corrections, Federal Bureau of Prisons, Regional Jail

### MAJOR RELATED PLANS AND GUIDELINES:

County Board Balanced Scorecard Initiative, ACDF Strategic Plans and Guidelines, DHS Strategic Plans and Guidelines.
ATTACHMENT E

MINIMUM STAFFING REQUIREMENTS

I. Required Minimum Contractor Staffing at the Arlington ACSO Detention Facility:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
<th>TBS*</th>
<th>Hrs/Wk</th>
<th>FTE</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>LPN</td>
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<td>Nurse Practitioner</td>
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<tr>
<td>LPN Night</td>
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<td>TOTAL HOURS/FTE-Nig</td>
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<tr>
<td>TOTAL HOURS/FTE per week</td>
<td>862</td>
<td>21.55</td>
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NOTE: TBS= To be scheduled

TOTAL FOR FACILITIES 862 21.55
II. For purposes of Attachment B, section A, only, the following rates are agreed to:

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<tr>
<th>POSITION</th>
<th>FTE</th>
<th>RATE</th>
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<td>Administrator Assistant</td>
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<tr>
<td>Medical Record Clerk</td>
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<tr>
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</table>
ATTACHMENT F

VA HOSPITAL-CORIZON LETTER OF AGREEMENT

The Contractor shall maintain in force during the course of the Contract Term and any Subsequent Contract Terms an agreement with Virginia Hospital Center on terms equal to or more favorable than the one attached.

If the hospital rescinds this agreement or otherwise changes the terms, the Contractor shall promptly notify and discuss with the Project Officer.
LETTER OF AGREEMENT

VIRGINIA HOSPITAL CENTER, ARLINGTON HEALTH SYSTEM (hereinafter "Hospital") shall agree to provide inpatient and outpatient hospital services to inmates under the control of the Arlington County Detention Center (hereinafter "Facility") located in the Commonwealth of Virginia. This letter of agreement (hereinafter "Agreement"), upon written approval of the Arlington County Sheriff's Department, is effective for services provided on or after November 1, 2006.

Prison Health Services, Inc. (hereinafter “PHS”) shall reimburse Hospital for authorized and covered inpatient and outpatient services at sixty percent (60%) of Hospital’s billed charges. PHS and Hospital agree that guidelines for billing under this Agreement will be governed by the most current version of the Centers for Medicare and Medicaid Service’s guidelines for the Medicare Program. Hospital will submit claims to PHS within 60 days of date of service rendered to the inmate or being notified of PHS’ liability for such service, if later, or PHS will have no obligation to pay.

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

PHS shall not be responsible for providing workers' compensation coverage to Hospital or employees. If law requires such coverage, Hospital shall be responsible for acquiring it.

Hospital agrees to abide by PHS’ UR Program which includes prospective, concurrent and retrospective review of clinical services, as described in Attachment I to this Agreement, to ensure that the healthcare provided to our patients is medically necessary and evidenced based. All non-emergency services must be pre-authorized. The Inpatient Review process has daily determinations that are made based on clinical review from the hospital case manager and communication between the attending physician and PHS’ medical director. Discharge planning begins on admission and occurs when the patient can be safely cared for in the correctional facility.

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

To Hospital: Virginia Hospital Center 1701 N George Mason Drive Arlington, VA 22205 Attn: Director, Managed Care

To PHS: Prison Health Services, Inc. 105 Westpark Drive, Suite 200 Brentwood, TN 37027 Attn: Network Development

It is agreed by both parties that PHS is only responsible for payments for services for the inmates in the custody of Facility. If the inmate/patient is released from custody of Facility while hospitalized, then PHS will cooperate to the greatest extent possible, to determine availability of third party reimbursement.
Cooperation will include PHS' notification of Hospital of the inmate's release or impending release from the Facility. PHS will cooperate with Hospital in providing information which will allow the Hospital to seek reimbursement from other parties once the patient is no longer an inmate. Medicare and Medicaid are unavailable for incarcerated individuals and therefore not a source for reimbursement. Hospital will submit claims to PHS on the approved hospital billing form.

Submission of claims shall be to:

    Prison Health Services, Inc.
    105 Westpark Drive Suite 200
    Brentwood, Tennessee 37027
    Attn: Claims

Or other address as Provider is notified by PHS. Inquiry and status shall be directed to PHS at (800) 729-0069.

This Agreement will terminate immediately upon termination of the agreement between PHS and the Facility. This Agreement shall be in effect for a period of one year and shall be renewed automatically for an additional one-year period annually unless otherwise terminated as described below. Either party may terminate this Agreement without cause at any time upon no less than thirty (30) days' written notice. Termination will be effective upon the date stated in the notice. PHS may terminate with cause and such termination shall be effective immediately. Upon termination date, PHS shall no longer be responsible for reimbursement.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

PRISON HEALTH SERVICES, INC

By: Joanna B. Garcia

Vice President, Provider Operations

Print Name: Joanna B. Garcia

Date: 11-26-06

VIRGINIA HOSPITAL CENTER
ARLINGTON HEALTH SYSTEM

Signature

Print Name: Robin Norman

Date: 11/17/06

54-0505989

Tax I.D. #

703/558-5000

Telephone Number

NOT VALID WITHOUT ALL SIGNATURES

Hospital LOA 7/6/06
ATTACHMENT G
Commonwealth of Virginia Reportable Disease List

Reporting of the following diseases is required by state law (Sections 32.1-35 and 32.1-37 of the Code of Virginia and 12 VAC 5-90-80 and 12 VAC 5-90-90 of the Board of Health Regulations for Disease Reporting and Control [www.vdh.virginia.gov/epi/regs.asp]). All conditions should be reported to the Arlington County Department of Human Services, Public Health Division. Those listed in UPPER CASE and BOLD should be reported within 24 hours of suspected or confirmed diagnosis by the most rapid means available and all others reported on an Epi-1 form within three days of suspected or confirmed diagnosis.

- Acquired immunodeficiency syndrome (AIDS)
- Amebiasis *
- ANTHRAX *
- Arboviral infection (e.g., EEE, LAC, SLE, WNV) *
- BOTULISM *
- BRUCELLOSIS *
- Campylobacter infection *
- Chancroid *
- Chickenpox *
- Chlamydia trachomatis infection *
- CHOLERA *
- Creutzfeldt-Jakob disease if <55 years of age *
- Cryptosporidiosis *
- Cyclosporiasis *
- DIPHTHERIA *
- DISEASE CAUSED BY AN AGENT THAT MAY HAVE BEEN USED AS A WEAPON
- Ehrlichiosis *
- Escherichia coli O157:H7 and other enterohemorrhagic E. coli infections *
- Giardiasis *
- Gonorrhea *
- Granuloma inguinale
- HAEMOPHILUS INFLUENZAE INFECTION, INVASIVE *
- Hantavirus pulmonary syndrome
- Hemolytic uremic syndrome (HUS)
- HEPATITIS A *
- Hepatitis B (acute and chronic) *
- Hepatitis C (acute and chronic) *
- Hepatitis, other acute viral
- Human immunodeficiency virus (HIV) infection *
- Influenza *
- Kawasaki syndrome
- Lead - elevated blood levels *
- Legionellosis *
- Leprosy (Hansen’s disease)
- Listeriosis *
- Lyme disease
- Lymphogranuloma venereum
- Malaria *
- MEASLES (Rubeola) *
- MENINGOCOCCAL INFECTION *
- MONKEYPOX *
- Mumps *
- Ophthalmia neonatorum
- OUTBREAKS, ALL (including foodborne, nosocomial, occupational, toxic substance-related, waterborne, and other outbreaks)
- PERTUSSIS (Whooping cough) *
- PLAGUE *
- POLIOMYELITIS *
- PSITTACOSIS *
- Q FEVER *
- RABIES, HUMAN AND ANIMAL *
- Rabies treatment, post-exposure
- Rocky Mountain spotted fever *
- RUBELLA (German measles), including congenital rubella syndrome *
- Salmonellosis *
- SEVERE ACUTE RESPIRATORY SYNDROME (SARS) *
- Shigellosis *
- SMALLPOX (Variola) *
- Streptococcal disease, Group A, invasive *
- Streptococcus pneumoniae, invasive if <5 years of age *
- Syphilis (report PRIMARY and SECONDARY syphilis by rapid means) *
- Tetanus
- Toxic shock syndrome
- Toxic substance-related illness
- Trichinosis (Trichinellosis) *
- TUBERCULOSIS, ACTIVE DISEASE (MYCOBACTERIA *)
- Tuberculosis infection in children age <4 years
- TULAREMIA *
- Typhoid fever
- Typhus *
- UNUSUAL OCCURRENCE OF DISEASE OF PUBLIC HEALTH CONCERN
- VACCINIA, DISEASE OR ADVERSE EVENT *
- Vancomycin-resistant Staphylococcus aureus *
- VIBRIO INFECTION *
- VIRAL HEMORRHAGIC FEVER *
- YELLOW FEVER *

Note: Cancers are also reportable. Contact the VDH Virginia Cancer Registry at (804) 864-7866 for information.
* These conditions are reportable by directors of laboratories. These and all other conditions are reportable by physicians and directors of medical care facilities as well.

† Physicians and directors of medical care facilities should report influenza by number of cases only (report total number per week and by type of influenza, if available).
AGREEMENT NO. 503-13

EXHIBIT H

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 503-13 (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (as also collectively referred to herein as "information" or "County information").

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law/s, subject to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County’s and my employer’s access and security policies or protocols.

I agree that I will take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as
appropriate, stored in accordance with industry best practices, and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. I will also ensure that any device or media on which information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer’s worksite or the County’s physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer’s security system or any other breach of Project protocols. I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirement. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all County information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: ____________________________________________
Printed Name: ____________________________________________
Date: ____________________________________________
Witnessed: ____________________________________________
Contractor’s Project Manager: ________________________________
Printed Name: ____________________________________________
Date: ____________________________________________
AGREEMENT NO. 503-13

EXHIBIT I

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Corizon Health Inc. (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, Business Associate and Covered Entity, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:
a) **Accounting.** "Accounting" means a record of disclosures of protected health information made by the Business Associate.

b) **Breach.** "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

c) **Business Associate.** "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.

d) **Covered Entity.** "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.

e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

f) **Designated Record Set.** "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.

g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.

h) **Electronic Protected Health Information.** "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.

i) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.

j) **HITECH Act.** "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
j) **Individual.** "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

k) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.

l) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.

m) **Required By Law.** "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.

n) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.

o) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.

p) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County’s procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.

q) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) **Obligations and Activities of Business Associate**

a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.

b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.

c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the
confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.

e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associates' behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.

f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.

g) At the written request of Covered Entity, or if so directed by Covered Entity, at the written request of an Individual, Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.

h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.

i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years.
following the date of the disclosure.

j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.

l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.

m) To the extent Business Associate is to carry out one or more of the Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.

o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity’s obligations under HIPAA and any other applicable security breach notification laws, including but not limited to providing Covered Entity with such information in addition to Business Associate’s report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate’s report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;

3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);

4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;

5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

6. Contact information for Business Associate’s representatives knowledgeable about the Breach.

p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate’s use or disclosure of PHI would not violate HIPAA if done by Covered Entity.

b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:

1. Disclosure is Required By Law;

2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI’s confidentiality; or

3. Disclosure is pursuant to an order of a Court or Agency having
jurisdiction over said information.

d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) **Obligations of Covered Entity**

a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its notice of privacy practices (NOPP).

b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.

e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) **Term, Termination and Breach**

a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.

b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;

2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,

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503-13
3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.

c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.

d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.

e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.

b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including but not limited to Sections 5(d) and 5(e) herein.

c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.

d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:
(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd.
Suite 511
Arlington, Virginia 22201

(2) Stephen MacIsaac
County Attorney
2100 Clarendon Blvd.
Suite 511
Arlington, Virginia 22201

(3) County Project Officer
(Please refer to the specific County agreement
governing services provided to the County for contract
information)

Notice and requests provided for under this Business Associate
Agreement will be made in writing in the manner described above to Business
Associate at:

Mr. Stuart Campbell
President and Chief Operating Officer
Corizon Health, Inc.
12647 Olive Boulevard
St. Louis, MO 63141

e) Covered Entity will have the right to inspect any records of Business
Associate or to audit Business Associate to determine whether Business
Associate is in compliance with the terms of this Business Associate
Agreement. However, this provision does not create any obligation on
the part of Covered Entity to conduct any inspection or audit.

f) Nothing in this Business Associate Agreement shall be construed to
create a partnership, joint venture, or other joint business
relationship between the parties or any of their affiliates, or a
relationship of employer and employee between the parties. Rather, it
is the intention of the parties that Business Associate shall be an
independent contractor.

g) Nothing in this Business Associate Agreement provides or is intended to
provide any benefit to any third party.

h) The Business Associate will indemnify and hold harmless Arlington
County, its elected officials, officers, directors, employees and/or
agents from and against any employee, federal administrative action or
third party claim or liability, including attorney's fees and costs,
arising out of or in connection with the Business Associate's violation
(or alleged violation) and/or any violation and/or alleged violation by
Business Associate's workforce, agent/s, or subcontractor/s of the
terms of this Business Associate Agreement, federal law, HIPAA, the
HITECH Act, and/or other implementing regulations or guidance or any
associated audit or investigation.

The obligation to provide indemnification under this Business Associate
Agreement shall be contingent upon the party seeking indemnification
providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.

j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.

l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.

m) This Business Associate Agreement and the rights and obligations of the parties heretunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.

n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.

o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful,
terminated the contract or arrangement with such entity, if feasible.

p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.

g) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.

r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.

s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

ARLINGTON COUNTY, VIRGINIA

By: Mary Foster
(Signature)
Name: Mary Foster
Title: County Privacy Officer
Date:

CORIZON HEALTH, INC.

By: Scott King
(Signature)
Name: Scott King
Title: Chief Legal Officer
Date: 10/09/2013