

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AWARD COVERPAGE

TO: Corizon Health, Inc.	DATE ISSUED:	March 18, 2020
103 Powell Court	CONTRACT NO:	19-107-RFP
Brentwood, TN 37027	CONTRACT TITLE:	Inmate 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.

The contract documents consist of the terms and conditions of AGREEMENT No. 19-107-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: March 18, 2020

EXPIRES: January 31, 2021

RENEWALS: THIS IS THE 1ST YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 94784

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 19-107-RFP

EMPLOYEES NOT TO BENEFIT:

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

<u>VENDOR CONTACT:</u> Christopher Bell	<u>VENDOR TEL. NO.:</u>	<u>(615) 651-3870</u>
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EMAIL ADDRESS: Christopher.Bell@corizonhealth.com

<u>COUNTY CONTACT:</u> Susie Doyel (Sheriff's Office)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-7024</u>
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COUNTY CONTACT EMAIL: sdoyel@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

<u>Cynthia Davis</u>	<u>Title: Assistant Purchasing Agent</u>	<u>Date: March 18, 2020</u>
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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

AGREEMENT NO. 19-107-RFP

THIS AGREEMENT is made, on the date of execution by the County, between Corizon Health, Inc., 103 Powell Court, Brentwood, TN 37027 ("Contractor") a Delaware corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia. The County 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
- Exhibit B – Contract Pricing
- Exhibit C – Business Associate Agreement
- Exhibit D – Performance Measures and Outcomes
- Exhibit E – Minimum Staffing Requirements
- Exhibit F - Reportable Disease List
- Exhibit G – Medical Equipment Inventory
- Exhibit H – Liquidated Damages
- Exhibit I – Nondisclosure and Data Security Agreement (Contractor)

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 will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide Inmate Medical Services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on the date of the execution of the Agreement by the County and must be completed no later than January 31, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than 4 additional 12-month periods, from February 1, 2021 to January 31, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until January 31, 2021 ("Price Adjustment Date"). Increases in the Contract Amount/unit price(s) will not exceed a rate of 2.75% for each subsequent year of the Contract.

7. STANDARD OF CARE

The County is entering into this Contract in reliance on the Contractor's experience and abilities with respect to performing the services hereunder. In performing the Work, the Contractor will ensure that it and its agents and employees exercise the degree of skill and care that is normally accepted by members of the same profession currently practicing under similar conditions in the same locality ("Customary Standard of Care"). The Contractor will re-perform, without additional compensation, any services not meeting this Customary Standard of Care.

8. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

9. ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation, the Contractor must notify the Project Officer as soon as the County requests the change; and the Contractor must then provide written notice of its position to the Project Officer

within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation. The Contractor will not receive any additional compensation pursuant to this paragraph unless the parties execute a written Contract amendment and the County issues a purchase order consistent with the amendment.

10. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

11. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County 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 days following receipt by the Contractor of payment from the County 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 will accrue at the rate of 1% per month.

The Contractor must 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 County. 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. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of

such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. **INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or

exposure 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 Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

24. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

25. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit I) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County'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, as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). To the extent there is variance, the parties agree that they will

mutually cooperate to address the variance. If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The Contractor may download County information onto laptops that are encrypted at-rest, and meet defined security standards and controls as long as they are not removed from the facility without County approval. Other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

26. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including 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 proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, 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.

27. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

29. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. * RELATION TO COUNTY

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

31. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

33. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to

review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

38. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

Contact Information for the Contractor:

Christopher Bell, Director, Business Development
103 Powell Court
Brentwood, TN 37027

Contact Information for Arlington County

Sheriff's Office:

Susie Doyel

1435 N. Courthouse Road

Arlington, Virginia 22201

AND

Contact Information for Arlington County

(Legal Authorization):

Office of the Purchasing Agent

2100 Clarendon Boulevard, Suite 500

Arlington, Virginia 22201

Attn: Cynthia Davis, Assistant Purchasing Agent

Email: cdavis@arlingtonva.us

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

49. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract’s scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

51. HIPAA COMPLIANCE

The Contractor must comply with the 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 is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit A. Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act (“HITECH”), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

52. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- The Contractor must design the project to meet all ADA requirements.
- The Contractor must monitor Work performed by the construction contractor and inform the County and the construction contractor immediately of any Work that does not conform with the ADA.

Neither the Arlington County Inspection Services Division, nor any County staff and/or third-party inspection service, is responsible for verifying that the Project's design complies with the ADA.

54. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are 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.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/\$500,000, \$1,000,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$2,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be provided with the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Professional Liability – Medical Professional Liability and/or Medical Malpractice \$5,000,000 per occurrence/claim. Should the contractor have higher limits, the requirements will go to the max limits of the policy.
- e. Umbrella\Excess Liability - \$5,000, 000 Bodily Injury, Property Damage and Personal Injury
- f. Crime Policy (Employee Dishonesty) - \$1,000,000 limit.
- g. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$2,000,000.
- h. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be provided with the certificate.
- i. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- j. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- k. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

55. COUNTERPARTS

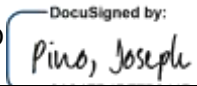
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CORIZON HEALTH INC.

AUTHORIZED
SIGNATURE: Sharon Lewis

AUTHORIZED
SIGNATURE: 

NAME: SHARON LEWIS
TITLE: PURCHASING AGENT

NAME AND
TITLE: Pino, Joseph Senior Vice President

DATE: 03/18/2020

DATE: 2/28/2020

EXHIBIT A
SCOPE OF WORK

DEFINITIONS

The following definitions apply to this agreement:

1. **ACSO** - means the Arlington County Sheriff's Office.
2. **American Correctional Association (ACA) Standards** - are the current Standards for Adult Local Detention Facilities, published by the ACA. The latest edition can be retrieved from <http://www.aca.org>.
3. **Contractor** - means the medical services provider retained for the ACDF under the resultant contract.
4. **County** - means the County Board of Arlington County, Virginia and its officers, elected and appointed officials, employees and agents.
5. **Director of Corrections** - is the Director of the Arlington County Detention Facility or designee.
6. **Director of Nursing (DON)** – is the Contractor's employee who is responsible for organizing nursing services in support of medical, dental and psychiatrist care plans. This position oversees nursing services in support of the on-site medical unit and all programs and services required under the resultant Contract and reports to the HSA.
7. **Health Program Staff** - means the Contractor's health care staff working on the premises of ACDF.
8. **Health Services Administrator (HSA)** - is the Contractor's employee who will be on-site at ACDF to supervise all the Contractor's employees on-site at ACDF, and will provide oversight of all inmate health care program operations and activities consistent with the ACA standards for Health Authority.
9. **Health Services Program** - means the medical, nursing, dental, and psychiatric services at the ACDF and related services described.
10. **Inmate** - means a person in the custody of the ACDF.
11. **Medical Director** - is the physician who is employed by the Contractor and responsible for the provision of medical care in ACDF.
12. **Multi-Disciplinary Quality Improvement Committee** is a committee consisting of the Contractor's health care providers from various medical disciplines working at the facility, the Sheriff, and DHS who meet frequently with correctional administrators on a fixed schedule to design quality improvement activities and to discuss the results.

13. **Qualified Health Care Professional (QHCP)** – is the Contractor’s employee who is qualified by education, training, and licensure/regulation who performs a professional service within his/her scope of practice.
14. **Quality Improvement Program** - means a continuous effort to work to monitor and evaluate the quality of care for improving individual performance through peer review activities or improve systems to meet the goal of improved patient care.
15. **Sheriff** - is the Sheriff of Arlington, Virginia, the Director of the ACDF or designated representative(s).
16. **Support Services Administrator** - is the County’s Project Officer for the inmate medical services Contract.
17. **Virginia Department of Corrections (VADOC) Standards** - are the Commonwealth of Virginia Chapter 40, Minimum Standards for Local Jails & Lockups, published by the Virginia Board of Corrections, latest edition (<http://register.dls.virginia.gov/details.aspx?id=3210>).

A. GENERAL REQUIREMENTS

The Contractor must identify medical needs, provide scheduling and coordinate and facilitate payment services for all emergency and non-emergency medical and health care services rendered inside ACDF and for all off-site medical appointments for a diverse population of inmates committed to ACDF.

The Contractor must perform examinations and provide physician services including specialist services for inmates. The Contractor must provide all medical and laboratory supplies, medical forms and related items necessary for the provision of medical services.

All the above services must be done on-site at ACDF, except when the services exceed the Contractor's capabilities to provide the services at ACDF. In which case, the Contractor must coordinate the required services for the inmate(s) at an off-site medical or mental health facility. When on-site tele-health services can be utilized to administer medical services, the Contractor must use this method to eliminate the need to transport inmates off-site to medical appointments.

Unless notified otherwise in writing by ACSO, the Contractor must contact the County's Support Services Administrator for all contractual matters.

B. SERVICES TO BE PERFORMED:

The Contractor must provide the following services:

1. Regularly confer with ACSO concerning the following matters:
 - a. Existing health-related procedures within ACDF;
 - b. Any proposed changes in health-related procedures; and
 - c. Any matter pertaining to the Contractor's performance of the Contract.
2. Maintain accreditation from the ACA, the Prison Rape Elimination Act (PREA) and certification from VADOC for medically related standards for adult local detention facilities. On a quarterly basis, the Contractor must supply copies of documents that demonstrate the fulfillment of the required standards to the Sheriff's Office accreditation manager. This includes the requirement of ensuring there is a chaperone for any medical appointment or exam where the inmate is of the opposite sex of the examining physician or nurse. The chaperone must be of the same sex as the inmate being examined.
3. Comply with all requirements of the American with Disabilities Act (ADA) in the care and treatment of inmates that qualify under the act. The Contractor must ensure that the DON or a designee accompany the ADA Coordinator on a weekly audit of all ADA individuals.
4. The Contractor must ensure that each inmate record is kept confidential. Inmate records must comply with ACA standard 4-ALDF-4D-26 and include the following information in the files:
 - a. patient identification on each sheet;
 - b. a completed receiving screening form;
 - c. health appraisal data forms;
 - d. a problem summary list;
 - e. a record of immunizations;
 - f. all findings, diagnoses, treatments, and dispositions;
 - g. a record of prescribed medications and their administration records, if applicable;
 - h. laboratory, x-ray, and diagnostic studies;

- i. the place, date, and time of health encounters;
 - j. health service reports;
 - k. an individualized treatment plan, when applicable;
 - l. progress reports;
 - m. a discharge summary of hospitalization and other termination summaries;
 - n. a legible signature and the title of the provider (may use ink, type, or stamp under the signature);
 - o. consent and refusal forms; and
 - p. release of information forms.
5. Provide an ACSO approved HSA to serve as Health Authority.
 6. Provide a designated QHP that will provide leadership and serve as the primary contact for ASCO's staff when the HSA is not on site.
 7. Provide a physician who is licensed in the Commonwealth of Virginia to serve as the Medical Director.
 8. Upon Contract award and throughout the term of the contract, the Contractor must provide the Support Services Administrator with all the licenses and/or certifications necessary for the Contractor's employees to render medical services within ACDF under the result contract. The Contractor must notify the County immediately upon discovery of any changes in certification or licensing of any of its staff.
 9. To be authorized to work in ACDF, all the Contractor's employees rendering services in ACDF must pass a background check conducted by ACSO, and attend an initial and annual security orientation class.
 10. Provide a pre-authorization system for off-site medical service referrals for services that cannot be administered at ACFD by the on-site QHP. The Contractor must schedule the referral services within the Northern Virginia region, with specialists who are licensed to provide the medical services needed. If the required specialist cannot be located within Arlington County, the City of Alexandria and Fairfax County, the Contractor must locate a specialist as close as possible to the County.
 11. Begin the process to enroll in Medicaid all inmates, upon commitment, who will require chronic care and are at high-risk for off-site treatment.
 12. Begin immediately the process to enroll in Medicaid any inmate who is admitted to the hospital who was not previously enrolled.
 13. Minimize the potential for security breaches by keeping off-site- referrals at a low level as possible. When on-site tele-health services can be utilized to administer medical services, the Contractor must use this method to eliminate the need to transport inmates off-site to medical appointments.

14. Supply and coordinate all inmate health care programs in accordance with the applicable ACA and VADOC standards and the Contract requirements.
15. Implement, modify and continue all health care programs for ACDF inmates for the duration of the contract term.
16. The Contractor's employees shall not engage in any smoking activities while working on-site at ACDF.
17. The contractor must investigate all inmate complaints about the Contractor's services or employees and report the results to the Support Services Administrator.
18. The Contractor's HSA and/or DON must attend the monthly Medical Audit Committee (MAC) and Corrections Leadership Team's (CLT) meetings.
19. The Contractor must provide reports as outlined in Attachment - B Performance Measures Outcome and as otherwise requested by ACSO.

C. REQUIRED PROGRAMS AND SERVICES

The Contractor must provide all services required to manage the inmate health care program consistent with ACA, VADOC, and ADA standards. The following represents an overview of the major program functions consistent with these standards.

1. Continuous Quality Improvement

The Contractor must have a written quality improvement plan showing the continuous emphasis on the quality the Contractor dedicates to all programs and services provided under the resultant contract. The plan must be evidence based and be supportable by data collected and compiled by the Contractor on all service areas it provides for ACDF. In coordination with the Sheriff, the Contractor must establish quality indicators in the form of outcome to ensure both efficiency and quality. Attachment B - Performance Measures Outcome details ACDF's system and tools for monitoring the Contractor's efficiency, effectiveness, and quality of services; and presents a listing of reports due to the Sheriff and cites specifically those that are required each month prior to the Contractor receiving payment. 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 must operate 24-hours a day, every day throughout the duration of the resultant contract with QHP staff and provide for the health care needs of ACDF inmates. The Contractor must provide the following key staff:

a. Health Services Administrator

The Contractor must provide a Health Services Administrator that acts as the Health Authority. This position will be responsible for overseeing all health care operations onsite Monday through Friday, at least 8 hours per day and must be on call at all other times. The Contractor must provide arrangements acceptable to the ACSO for back up

of this position for planned absences. This position will be 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 when the Health Services Administrator is not scheduled, the Contractor must provide a designated Qualified Health Professional to act as the Contractor's agent and to ensure the ACSO maintains an immediate ability to contact the Health Services Administrator, the Medical Director, or the psychiatrist. The HSA must ensure annual training is provided to inmates as required by ACA and VADOC.

b. Medical Director

The Medical Director will be responsible for the medical services provided to inmates and the complete charting of care provided. The Medical Director must be a physician licensed to practice medicine in the Commonwealth of Virginia.

The Medical Director will be responsible for the performance of the Contractor's clinical coordination of all medical program staff (additional physicians, RN's, LPN's, and psychiatrist(s)). The Medical Director must conduct medication and chart review and establish policies and procedures for the medical program described herein. The medical policies and procedures will be reviewed by the Medical Director on an annual basis in accordance with ACA, VADOC and ADA standards. The Medical Director will not establish new or revised policies or procedures that affect security or operation of ACDF without the advance written approval of the ACSO.

c. Director of Nursing

Under the direction of the HSA, this position will be responsible for organizing nursing services in support of medical, dental, and psychiatrist care plans. The position will oversee nursing services in support of ACDF's medical and mental health units; and organizes nursing services for all programs and services required under the resultant Contract.

d. Dentist

This position will be responsible for providing dental services. In addition to direct chair-side care the position will supervise all dental support staff.

e. Psychiatrist

This position will be responsible for providing psychiatric services (psychiatrist or qualified psychiatric nurse practitioner) to meet ACA and VADOC standards. The psychiatrist may also provide tele-psychiatry services for situations when on-site care and consultation cannot be accommodated.

f. Additional Staff

The Contractor shall provide additional Qualified Health Professionals and ancillary staff to provide the services called for under the resultant Contract. The staffing proposed by the Contractor and accepted by the Sheriff shall be detailed in writing using the format presented in Attachment C – Minimum Staffing Requirements.

3. Programs and Processes

a. Screening and Health Appraisals at Commitment

1) Medical and Mental Health Screening Process

- i. The Contractor must provide medical, dental and mental health care staff to support the medical, dental and mental health screenings in the intake area of ACDF. The Contractor must conduct screenings within 4 hours of an inmate's commitment to the facility or immediately upon request by ACDF staff. The minimum staffing and daily commitments are set forth at Attachment C – Minimum Staffing Requirements.
- ii. The Contractor's staff must determine if any medications are required for the inmates and initiate the action to verify and afford continuation of medications.
- iii. The Contractor's staff must triage all arrestees to determine whether medical treatment is required prior to commitment to ACDF. Should medical treatment be required prior to an arrestee being committed to the ACDF, the Contractor will divert the arrestee to other medical facilities. The treatment provided at facilities where inmates have been diverted to will not fall under the scope of work of the Contract resultant of this RFP.
- iv. When the Contractor's staff identifies arrestees or inmates who demonstrate signs and symptoms that suggest mental illness, they are to notify the ACDF Booking and Processing supervisor who will then contact a DHS staff member. The Contractor's staff must also make referrals to mental health professionals for any arrestee or inmate currently under treatment for mental illness in the community or who reports a history of mental illness.
- v. The Contractor's staff must administer a Purified Protein Derivative (PPD) tuberculosis skin test and provide written materials and verbal orientation to newly committed inmates regarding available medical services and disease prevention education.

2) Health Appraisals after Commitment

- i. The Contractor must provide QHCPs to complete health appraisals (medical, dental, and mental health) within fourteen (14) days after commitment of all inmates consistent with applicable ACA and VADOC standards. Health appraisals shall include by way of illustration and are not limited to:
 - 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 the community (e.g. the inmate's prior health care providers) when needed to provide continuous care;
 - c) Physical examination; and
 - d) Screening for all reportable illnesses or diseases (Refer to Attachment D – Virginia Reportable Disease List); and

- e) Any other testing deemed medically necessary based on the inmate's presenting signs and symptoms.
- ii. The Contractor must review all test results; obtain further testing if indicated; initiate the treatment that corresponds with the inmate's medical diagnosis; including immunization where necessary, and document in the arrestee or inmate's health record the medical, dental, and mental health status of inmates.
- iii. The Contractor must perform a dental screening, provide instruction in oral hygiene and dental education within fourteen (14) days of an inmate's admission to ACDF. The Contractor must perform a complete dental examination within 90 days of an inmate's admission to the ACDF, as required by ACA Standards.
- iv. The Contractor must provide annual health physicals to all inmates consistent with ACA and DOC standards.
- v. The Contractor must provide medical and dental services as otherwise needed or requested.

b. Sick Call

- 1) The Contractor must provide inmate sick calls at least once daily, 7 days per week. The Contractor's registered nurse(s), licensed practical nurse(s) or physician's assistant(s) must conduct sick calls. The following must be completed for all sick calls:
 - i. Respond to all inmate health care requests and act based on the inmate's need and within their scope of practice; or
 - ii. Send the request on to dental clinic, psychiatrists, or mental health therapists for any issues that should be addressed by these health professionals.
- 2) The Contractor must ensure triage of non-emergency inmate requests for medical services by a registered nurse or a licensed practical nurse or a physician's assistant within 24 hours consistent with all applicable standards. The Contractor must provide sick calls on the units in the treatment rooms or by other means proposed by the Contractor and preapproved in writing by the Sheriff. The Contractor must take in to account facility operations and schedules when organizing the sick call schedules.

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

The Contractor must establish written policies, procedures, guidelines, protocols and communication tools to ensure continuity and consistency of all medical care, including dental and mental health in all operations. At a minimum, the Contractor's policies, procedures, guidelines, protocols, and communication tools should include the following:

- 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 ensure when and how the Contractor must follow-up with patients afflicted with chronic illnesses with the goal of improving the inmates condition;
- 4) Nursing protocols that reflect the scope of nursing practice and delegates responsibilities within that scope to nurses to manage patient care and to assist the physician, RN, LPN, dentist, or psychiatrist in providing services to inmates. The nursing protocols should state when and how nursing care should be administered;
- 5) Policies that ensures a female chaperone is provided for all health care encounters with a female inmate by a male health care provider; and
- 6) Inter-shift reporting tool that conveys information on arrestee and inmate's health issues pertinent to shift-to-shift and day-to-day operations and the continuity of patient care. The written report must 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

Virginia State Code 53.1-133.01 states that inmates are required to pay for a portion of their health care services, prescription services, optometry services, and medical transportation provided to inmates who are authorized to see their own provider. The Contractor shall not charge co-pays for mental health services.

- 1) The Contractor must complete a Health Care Services Charge Sheet; and forward the charge sheet to the ACDF accounting assistant to debit the inmate's account.
- 2) The Contractor must comply with the established ACSO's policy for the inmate fee system. The ACSO is responsible for collecting the fees from inmates.
- 3) The Contractor must provide an equal level of health care services to all inmates regardless of their ability to pay their portion of the health care.

e. Physician's's Clinic

The Contractor must conduct a physician's clinic at least five (5) times a week in accordance with ACA and VADOC standards. The physician's clinic must administer care in response to sick call referrals and scheduled appointments for chronic care and specialty service referrals or follow-up.

f. Infirmery

- 1) On a daily and 24-hour basis, the Contractor must provide health care services for a 12-bed medical unit with 2 negative pressure quarantine rooms with anti-rooms.
- 2) The Contractor must maximize the use of the infirmery to reduce, off-site transportation or hospitalization, unless medically necessary. In addition to providing skilled nursing home type care, the Contractor shall provide in the infirmery:
 - i. Pre- or postoperative care;
 - ii. Specialized medical care (e.g., MRSA, TB);
 - iii. Specialized orthopedic care; and

- iv. Bed rest with procedures in place to reduce susceptibility to bed sores and/or falling risk.

3) The Contractor must provide medical staff on a 24-hour basis for the infirmary.

g. Mental Health Care

- 1) The Contractor must provide a mental health program with a systematic process for screening, evaluating, and treating inmates with mental health problems. In cooperation with DHS, the Contractor must develop program statements that define the services that will be rendered under the program. The Contractor's psychiatrists must collaborate with the County's DHS to provide treatment for inmates with mental health problems.
- 2) The Contractor will be responsible for seeing that psychiatric care is provided to inmates as clinically indicated and in accordance with all applicable ACA and VADOC standards.
- 3) The Contractor must 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.
- 4) The Contractor must ensure that a psychiatrist will be on-site in the mental health unit based in accordance with the requirements set forth in Attachment C – Minimum Staffing Requirements. 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 must provide on-call psychiatrist(s) for emergency consultation and treatment.
- 5) The psychiatrist must establish and maintain an updated care plans that will guide the level of care the mental health team will provide to each individual inmate requiring mental health care. The level of care must be consistent and aligned with the inmate's needs and current mental health status.
- 6) In collaboration with Arlington County therapists, the psychiatrists must provide a supportive environment in the mental health unit in which both treatment and security needs can be met for inmates.
- 7) The Contractor must maintain confidential mental health records for each inmate. The Contractor must integrate inmate's mental health records with their general health record.
- 8) The Contractor's nursing staff must deliver all medications to all inmates whom medication has been prescribed. The nursing staff must supervise all medication usage, storage and the dispensing of medication. Nursing staff must be trained in medication side effects.

h. Medication Administration and Distribution

- 1) The Contractor must have licensed nursing personnel administer medications to the inmate population.
- 2) ACDP security staff will contact the Contractor's designated health service staff member regarding any questions about an arrestee or inmate's medications during admissions or during a subsequent search.
- 3) The Contractor must not allow inmates to Keep On Person (KOP) medications other than those for critical and emergent nature such as nitroglycerin or an inhaler. In such cases, the Contractor must submit a written request to the Director of Corrections to allow items to be KOP by an inmate. If a restriction of such medication from KOP is needed, such requests must be approved by the Director of Corrections or designee.

- 4) The Contractor's nursing staff must provide medication rounds three (3) times a day, seven (7) days a week at times agreed upon by the Contractor and the ACSO or as required by the prescribing physician.
 - 5) The medication nurse must ensure that the patient swallowing the medication. Inmates that are non-compliant shall be given liquefied medications unless contraindicated.
 - 6) The Contractor must ensure continuity of medication distribution for those inmates with current valid prescriptions, especially in cases where missed doses may be critical (e.g., mental health prescriptions, HIV, and AIDS).
- i. Medication Disposal and Destruction
- 1) The Contractor must establish a formal medication destruction or disposal process with ACDF's pharmacy contractor, in accordance with state and federal laws. The process shall allow for destruction or disposal of the following medications, patient-specific dispensed medications, stock medications, controlled substances (whether stock or dispensed), and psychotropic medications.
 - 2) The Contractor must purge medications on a routinely basis, so that the on-site quantities do not build up. The Contractor must document all destruction and disposal. Documentation must include name of the medication and date destroyed; and be available for review upon request.
- j. Medication Safety and Storage
- The Contractor must ensure that all medications are maintained in a location not accessible to inmates or other staff who are not permitted to handle medications. Nursing staff must conduct counts of controlled substances on a per-shift basis by the oncoming and off going nurses together; and must always conduct medication counts with two personnel and document all medication waste. Nursing staff must manage controlled substance stock; and document time, date, type medication if an inaccuracy is discovered. A medication inventory must not contain any cross-outs, whiteouts, etc. The nurse in charge of each shift must monitor the medication documentation to ensure compliance with documentation protocol. The DON must also monitor medication documentation weekly for compliance as these aspects are critical to performance evaluations and ongoing supervision of the nurses managing medications.
- k. Sharps Management and Inventory
- Nursing staff must store all syringes and sharps in a location not accessible to inmates and secured with a double-lock. The nursing staff must count these items each shift and require the participation of two nursing staff. The Dentist and dental assistant will manage dental sharps and, they must adhere to the same counting requirement for all dental instruments. All the Contractor's staff who will utilize sharps must maintain a perpetual inventory or checklist of which items were used and what they were used for during their shift.
- l. Intake Medications
- The Contractor must establish a formal process with ACDF's pharmacy contractor for the handling of arrestees' medications coming into ACDF upon intake. If the arrestee utilizes the medication, a nurse must verify that the medication received is the medication described/prescribed. The Contractor must verify existing orders from outside sources if the arrestee comes in with a current medication prescription. If the arrestee does not utilize the medication(s), the medication(s) must be seized upon admission by the Contractor and stored

with the arrestee's property until release. Arrestees who arrive at intake and currently on psychoactive medications will continue the same medications as verified, even if nonformulary, until they are seen by the psychiatrist and evaluated for a change to a formulary medication. The Contractor will complete a nonformulary request when the intake continuation of a verified community prescription is not on the current formulary.

m. Specialty Care

The Contractor must provide access to any medically necessary specialty and subspecialty care required to diagnose or treat inmates. If the Contractor can provide the required treatment the treatment must be provided at ACDF, unless the requirement is waived by the Sheriff. The Contractor must provide inmates with access to the minimum following specialty services at competitive discounted rates whenever possible:

Obstetrics and Gynecology (OB/GYN) (Including Pregnancy Testing)	Orthopedics
Dermatology	Optometry
Pre-natal Care	Neurology
Cardiology	Physical Therapy
Ear, Nose and Throat	Optometry
Gastroenterology	Nephrology (Dialysis)
General Surgery	Family Planning (Including Pregnancy counseling per ACA standards)
Infectious Disease	
Internal Medicine	

n. Hospital Agreement

The Contractor must maintain an active contract with a hospital located in Arlington County, VA to provide inpatient and outpatient services at competitive rates. The Contractor will use this contract to provide testing and treatment services that exceed the Contractor's capability to provide the services at ACDF. For illustrative purposes only, a copy of the current contract is provided in Attachment E - Hospital Services Contract. The Contractor may negotiate with hospitals in the Northern Virginia region to secure the services needed for inmate's during ACDF's contract. Before negotiations are conducted, the Contractor must obtain ACSO's written preapproval for contracting with hospitals outside of Arlington County.

o. Responses to Non-Emergency Arrestee and Inmate Care

Upon the request of the Sheriff, the Contractor must communicate with or examine an arrestee or inmate experiencing non-emergency distress within the time frame requested by ACDF.

p. Eye Care

When screening with an optical chart indicates an inmate's need for visual correction, the Contractor must provide eye care. When the Contractor has identified that an inmate requires eye care, the Contractor must make a referral to an optometrist.

q. Dental Care

The Contractor must provide dental care services at ACDF. If an inmate requires dental services that exceed the Contractor's capability to provide the services at ACDF, the Contractor must

schedule the off-site appointment. The Contractor must provide for basic dental services at least three (3) days per week to include extractions, fillings and hygiene services. The Contractor must have in place a written protocol for handling emergency services. Any medically necessary periodontal care must be provided by the dentist. The Contractor must have a dentist licensed to practice in the Commonwealth of Virginia to perform all exams and treatment, unless the services fall within the scope of practice of the Contractor's dental hygienist or certified dental assistant.

r. Ancillary Services

The Contractor will be responsible for all health care ancillary services and supplies including, by way of illustration and are not limited to the following:

1) **Laboratory Service:**

All laboratory tests are to be performed at the expense of the Contractor. Laboratory tests 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 ACA and VADOC standards for AIDS screening, testing, and treatment.

2) **Pharmaceutical Delivery and Onsite Pharmacy Maintenance Services:**

The Contractor must manage the day to day operations associated with ordering and dispensing of pharmaceuticals and must participate in a pharmacy and therapeutics committee quarterly. The Contractor must provide pharmaceutical services to inmates in accordance with federal, state, and local laws as well as ACA and VADOC standards. The Contractor must ensure that pharmaceuticals are maintained in a controlled location not accessible to inmates or other staff who are not permitted to handle medications. The Contractor must ensure that the medications that were ordered are the medications the Contractor received.

3) **Radiological Services:**

The Contractor must provide radiological services at ACDF. If the radiological services needed exceed the Contractor's capability to provide the services at ACDF, the Contractor must subcontract for the additional radiological services needed by the inmate(s).

4) **Dialysis Services:**

The Contractor must provide dialysis services at ACDF, through a subcontract with a 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 must bill for related dialysis services provided to inmates from Fairfax County and the City of Alexandria.

s. Inmate Health Education

The Contractor must 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, family planning and dental hygiene care.

t. HIV/AIDS

- 1) The Contractor must work with DHS to implement an AIDS Policy as approved by the ACSO. The Contractor must provide counseling and education for all inmates. Inmates who request testing and who meet established high-risk criteria (e.g. individuals who are IV drug users or have participated in unprotected sex with someone whose HIV

status is unknown) for testing must be tested. Inmates who do not meet the established high-risk criteria must be tested upon the inmate's request at the inmate's own expense.

- 2) The Contractor must deliver pre-and post-test counseling.
- 3) The Contractor must provide all medication(s) medically necessary to treat inmates who are HIV positive as prescribed by the Medical Director.
- 4) The Contractor must provide the specific medications for inmates who are committed to ACDF with valid prescriptions.
- 5) The Contractor must draw blood for HIV testing of any inmate where a court order for the test exists, or by consent of the inmate, for follow-up on potential exposure to other victims or law enforcement personnel.

u. Medical Diet Requirements

The Contractor must work with ACSO and their food service contractor to develop medically necessary diets as determined by a RN or physician.

v. Substance Abuse Program

The Contractor must collaborate with DHS to provide a detoxification program in the ACDF.

w. Work Program Physical

The Contractor must 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. The Contractor must forward the written results of the examination to the Work Force Coordinator via e-mail.

x. Transportation

The ACSO will provide and pay for routine transportation of prisoners between ACDF and any medical facility within the Commonwealth of Virginia and between medical facilities, as the Contractor deems medically necessary for the care of the inmate(s).

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

y. Medical Waste

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

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910>

z. Records

The Contractor must maintain the medical and dental records of each inmate at ACDF. The Contractor must maintain these records separately from confinement records and must be kept in a secure location as required by law. The Contractor must be the official custodian of these records during the performance of the services under the resultant Contract. The Contractor must provide ACSO with access to all medical records during the term of the

resultant contract. The Contractor must return records that are scheduled for destruction under the Commonwealth of Virginia retention schedules to the ACSO for destruction. At the termination of the Contract, the Contractor shall transfer all medical records, both electronic and paper to ACSO in a manner acceptable to ACSO. After termination of the resultant contract and to the fullest extent permissible by law, the ACSO will make available to the Contractor all medical records to prepare for litigation or anticipated litigation brought by third persons in connection with the services rendered by the Contractor. In the event of litigation, the Contractor must agree to cooperate and work with ACSO and their legal representation.

aa. Medical Equipment

Except for the non-expendable medical equipment provided by ACDF and listed in Attachment F, Medical Inventory, the Contractor must provide all the medical equipment necessary to treat inmates at ACDF.

bb. Contractor Reports

The Contractor must submit written monthly reports to the ACSO detailing the overall operation of the health care services program and the general health of the inmates committed to the custody of the ACDF. The Contractor must regularly confer with the ACSO 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 resultant Contract.

The Contractor must provide written reports with annual statistical summaries and a narrative executive summary highlighting the Contractor's operations as well as successes and opportunities for improvement by the ACSO's 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 the report is received.

cc. Liquidated Damages

Refer to Exhibit H – Liquidated Damages

EXHIBIT B

CONTRACT PRICING

Contract pricing shall remain firm for Year 1. The pricing for years 2 – 5 shall be adjusted annually at a rate of 2.75 % as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
\$3,551,708.00	\$3,649,380.00	\$3,749,738.00	\$3,852,856.00	\$3,958,809.00

The cost of the contract includes an aggregate limit under which Corizon Health shall be responsible for 100% of the cost of outside medical services up to \$385,000 per contract year. The County will be responsible for 100% of all costs above the annual aggregate limit. The Contractor shall reimburse the County 80% of any savings below the annual aggregate limit.

EXHIBIT C

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.
- k) **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.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **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.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **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.
- q) **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.
- r) **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 Associate's 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 Associate's 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 obligation(s) of the Covered Entity'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,
 - 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
Igor Ischerbakov
1425 N. Courthouse Road, 7th Floor
Arlington, Virginia 22201

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

Corizon Health, Inc.
Attn: Chief Legal Officer

103 Powell Court
Brentwood, TN 37027

- 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 attorneys' 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 hereunder 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.
- q) 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: _____

(Signature)

Name: _____

Title: _____

Date: _____

Business Associate

DocuSigned by:

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT D

PERFORMANCE MEASURES OUTCOMES

I. QUALITY ASSURANCE

The Contractor shall provide a written Quality Improvement Plan (QIP) which assures that inmates receive medically necessary care with quality equivalent to that provided in the Arlington County community across all areas of services provided under the Contract. This must be done while accommodating security concerns. The Contractor must work closely with the ACSO to ensure that health care and security needs are met for all levels of inmates at all times.

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

Reports of activity from the monthly meetings distributed on quality improvement activity affecting services provided pursuant to the 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.

II. 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 will 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 must 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 (Medical & Mental health) 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 the ACSO will authorize and remit any monthly payments to the Contractor.

A. Monthly Performance Monitoring Report

1. Mortality Review: The facility monitors adverse patient occurrences. 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.

List of Cases Undergoing Mortality Review During the Month	Status of Review

Note: Specific details of review are not provided in this report.

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

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

- Grievances, Complaints: Grievance mechanisms are important to a QIP program. 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.

Grievance Category	Total Recorded	# Found in Favor of the Inmate
Access to Health Care		
Quality of Health Care		
Unfair Treatment/Rights Violation		
Untimely Medication Renewal		
Untimely Response to Request for Medical Services		

Review of all grievances revealed the following:

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

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:

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

- 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:

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

- c. Ten health care charts were randomly selected by the Health Services Administrator and reviewed for the following:
- i. compliance with formulary;
 - ii. frequency of orders changed;
 - iii. provider failed to review history; and
 - iv. provider unaware of other treating staff prescriptions.

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

3. 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:

- i. 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);
- ii. Medications continued without interruption;
- iii. Action was taken for any abnormal lab results;
- iv. The physician recorded a plan of care; and
- v. Documentation supports the care plan was carried out.

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

4. Chart Reviews

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

- i. Entries are consistently signed, dated, and timed;
- ii. Entries are legible;
- iii. Subjective, Objective, Assessment and Plan (SOAP) notes are used consistently;
- iv. Protocols are followed;
- v. Documentation reflects an understanding of history, physical assessment, diagnosis, and plan of care;
- vi. Patient education was conducted and appropriately documented;
- vii. Lab results were appropriately reviewed by Managed Service Provider (MSP); and
- viii. Patient Advocacy – Rapid identification and resolution of clinical issues.

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

5. 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:

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

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

6. 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:

- i. What has changed significantly? Can it be explained?
- ii. Do the statistics inspire questions that should be asked and investigated?
- iii. What action has been or should be taken as a result of the statistics?
- iv. Are there cost implications to utilization trends?
- v. In reviewing the data across several months the following trends have been noted:
- vi. As a result, the following has been identified:

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

7. 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.

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

Opportunity for Improvement	Action Taken	Status*
Comment:		

**This is referencing the Mortality review*

B. Monthly Statistical Data Report

MEDICAL/DENTAL (CMS)			
MEDICAL HOUSING		CLINICAL ON-SITE	
	Infirmery Capacity (= beds minus off-line)		# Intake Screens (Nursing)
	# Infirmery Admissions		# Nursing Sick Call Visits
	# Infirmery Inpatient Days		# Nurse Sick Calls not triaged w/in 24 hrs.
	Average Length of Stay (LOS)		# Nursing Chronic Care Visits
	Average Daily Census		# Urgent/Emergent Housing Unit Responses
			# Nursing Segregation Visits
DENTAL SERVICES			# Receiving Intake Physicals
	# Screenings by Dental Aide		# Physician Visits
	# Dentist Appointments		# Annual Physicals
	# Emergent/Urgent Dentist Visits		# Chronic Care/Physician
	# Surfaces filled		# Unscheduled Physician Visits
	# Extractions		# Employees Treated
	# Inmates receiving X-ray		
MEDICAL/DENTAL (CMS)			
MEDICAL HOUSING		CLINICAL ON-SITE	
	# 90 Day dental exams		COMMUNITY VISITS
	# Unscheduled Dental Visits		# Emergency Room Visits
			# Ambulance Trips
ANCILLARY SERVICES			# Hospital Admissions
	# X-ray films taken		# Inpatient Surgeries
	# inmates had labs		# Outpatient Surgeries
	# lab tests		# Hospital days
	# Positive PPD reactions		# Average Hospital LOS
			# Cardiology
PHARMACY			# Dental
	# Inmates on Rx		# OB/GYN
	% Inmates on RX		# Hematology/Oncology
	# Keep On Person (KOP)		# Ophthalmology
	# Off-formulary RX by Physician		# Orthopedics
	# Scripts ordered by Dentist		# E.N.T.
	# Delayed Rx Start (> 24 hours from order)		# Radiology
	# Delayed Stat Medications		# Optometry
	# of inmates on psychotropic Rx		# Dialysis Visits
	% Inmates on psychotropic Rx		# Inmates on Dialysis
	# Off-formulary RX by Psychiatrist		# Other
INFECTIOUS DISEASE			
	# HIV positive Inmates		# Hepatitis C inmates
	# AIDS inmates		# Hepatitis C inmates w/ Pharmacotherapy
	# Positive PPD reactions/# Confirmed Tb cases		# Confirmed MRSA cases
MISCELLANEOUS MEDICAL (CMS)			
	# Assaults admitted		# Suicides
	# PE over 9 days		Work Clearance
	# Deaths		Denied
MENTAL HEALTH (DHS)			
	# MH Therapist Referrals from Intake Screen		# MHU discharges
	# Psychiatrist Referrals from Intake Screen		# MHU Inpatient days
	# Psychiatrist Visits		Average Length of Stay (LOS)
	# Therapists Visits		Average Daily Census
	MHU Capacity		# Mental Health Referrals to the Community
	# MHU admissions		

C. 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 ELEMENT: Medical Services					
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.						
OUTCOME MEASURES	FY 2020 ACTUAL	FY 2021 EST/GOAL	FY 2022 EST/GOAL	FY 2023 EST/GOAL	FY 2024 EST/GOAL	FY 2025 EST/GOAL
Outcomes/Results:						
Rate of referrals for outside specialty services (%)						
Service Quality:						
Compliance with ACA, NCCHC, VADOC, DHS standards ¹						
Percentage of inmates receiving health screening within 3 hours						
Percentage of inmates taking medications						
Percentage of inmates on chronic medication with timely renewal						
Percentage of Sick Call Requests responded to within 24 hours						
Percentage of physical examinations completed within 14 days						
Percentage of chronic care inmates evaluated within 90 days						
Efficiency:						
Average cost of medical services per inmate per day (\$)						
Average cost of medications per inmate per month (\$: Medical Only)						
Number of hospitalization days saved (ANNUAL REDUCTION IN AVOIDABLE DAYS) ²						
Number of community transports saved ³						
Workload/Outputs:						
Admissions screenings						
Number of physicals performed						
Infectious disease screenings: TB						

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)

Work years

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.

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 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:

D. 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.								
OUTCOME MEASURES			FY 2014 ACTUAL	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	FY2018 ACTUAL	FY 2019 GOAL
Outcomes/Results:								
Rate of referrals for outside specialty services (%)								
Service Quality:								
Compliance with ACA, NCCHC, VADOC, and DHS standards ¹								
Percentage of inmates receiving mental health screening within _ hours								
Percentage of inmates taking psychotropic medications								
Percentage of inmates on chronic medication with timely renewal								
Percentage of Medical referrals to mental health responded to w/in 24 hours								
Percentage of psychiatric examinations completed within 72 hours								
Percentage of referrals to MH that result in referrals to a psychiatrist								
Number of Suicide Attempts								
Number of Suicides								
Efficiency:								
Average cost of mental health services per inmate per day (\$)								
Average cost of MH medications per inmate per month (\$)								
Percentage of Off-formulary medications prescribed								
Percentage of laboratory tests clinically justified								
Workload/Outputs:								
Admissions MH screenings								
Number of Psychiatrist visits								
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)								
Work years								

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.

EXHIBIT E

MINIMUM STAFFING REQUIREMENTS

Required Minimum Contractor Staffing at the Arlington Detention Facility

POSITION	Scheduled Hours							Hrs./ Wk.
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
DAY SHIFT								
Health Services Administrator	-	8	8	8	8	8	-	40
Administrative Assistant	-	8	8	8	8	8	-	40
Medical Records Clerk	-	8	8	8	8	8	-	40
Medical Director	-	10	10	-	10	-	-	30
Psychiatrist*	-	-	5	5	5	-	5	20
Psychiatric NP*	-	10	10	-	-	-	-	20
Psych RN*	-	8	8	8	8	8	-	40
Dentist*	-	8	8	-	8	-	-	24
Dental Assistant*	-	8	8	-	8	-	-	24
Clerk*	-	16	16	16	-	6	-	54
Director of Nursing	-	8	8	8	8	8	-	40
RN	8	16	16	16	16	8	8	88
LPN	16	16	16	16	16	16	16	112
EVENING SHIFT								
RN	8	8	8	8	8	8	8	56
RN	-	-	-	-	-	8	-	8.0
LPN	16	16	16	16	16	16	16	112
Nurse Practitioner	-	-	-	-	-	-	10	10
NIGHT SHIFT								
RN	8	8	8	8	8	8	8	56
LPN	16	16	16	16	16	16	16	112
TOTAL HOURS/ per week	72	172	177	141	151	126	87	926
Day Shift Total	24	124	129	93	103	70	29	572
Evening Shift Total	24	24	24	24	24	32	34	186
Night Shift Total	24	24	24	24	24	24	24	168

*For these positions only, work days shown are suggested. The days/hours on-site must be equal to the total number of hours listed per week.

Nursing Positions: Day shift 7:00 am – 7:00 pm
Evening shift 3:00 pm – 11:00 pm
Night shift 7:00 pm – 7:00 am

VIRGINIA REPORTABLE DISEASE LIST

Reporting of the following diseases is required by state law (Sections 32.1-36 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* - <http://www.vdh.virginia.gov/surveillance-and-investigation/division-of-surveillance-and-investigation/commonwealth-of-virginiastate-board-of-health/>). Report all conditions when suspected or confirmed to your local health department (LHD). Reports may be by computer-generated printout, Epi-1 form, CDC or VDH surveillance form, or upon agreement with VDH, by means of secure electronic transmission.

BOLD – Laboratories must submit initial isolate or other initial specimen to the Division of Consolidated Laboratory Services (DCLS) within 7 days of identification. All specimens must be identified with patient and physician information, and the LHD must be notified within the timeframe specified below.

REPORT IMMEDIATELY

Anthrax [a]
Botulism [a]
Brucellosis [a]
Cholera [a]
 Coronavirus infection, severe (e.g., SARS-CoV, MERS-CoV) [a]
Diphtheria [a]
 Disease caused by an agent that may have been used as a weapon
***Haemophilus influenzae* infection, invasive** [a]
 Hepatitis A [a]
 Influenza-associated deaths <18 years of age
Influenza A, novel virus [a]
 Measles (Rubeola) [a]
Meningococcal disease [a]
 Outbreaks, all (including but not limited to foodborne, healthcare-associated, occupational, toxic substance-related, and waterborne)
Pertussis [a]
Plague [a]
Poliovirus infection, including poliomyelitis [a]
Psittacosis [a]
Q fever [a]
 Rabies, human and animal [a]
 Rubella [a], including congenital rubella syndrome [a]
 Smallpox (Variola) [a]
 Syphilis, primary and secondary [a]
Tuberculosis (TB), active disease [a,b]
Tularemia [a]
Typhoid/Paratyphoid fever [a]
 Unusual occurrence of disease of public health concern
 Vaccinia, disease or adverse event [a]
***Vibrio* infection** [a]
 Viral hemorrhagic fever [a]
 Yellow fever [a]

LEGEND

[a] Reportable by directors of laboratories. These and all other conditions listed must be reported by physicians and directors of medical care facilities.

[b] Laboratories report AFB, mycobacterial identification, and drug susceptibility for *M. tuberculosis*

[c] Laboratories that use EIA without a positive culture should forward positive stool specimens or enrichment broth to DCLS

[d] Physicians and directors of medical care facilities report influenza by number of cases only (report total number per week and by type of influenza, if known); however, individual cases of influenza A novel virus or influenza-related deaths in persons <18 must be reported immediately

REPORT WITHIN 3 DAYS

Acquired immunodeficiency syndrome (AIDS)
 Amebiasis [a]
 Arboviral infections (e.g., CHIK, dengue, EEE, LAC, SLE, WNV, Zika) [a]
 Babesiosis [a]
 Campylobacteriosis [a]
 Chancroid [a]
 Chickenpox (Varicella) [a]
Chlamydia trachomatis infection [a]
 Creutzfeldt-Jakob disease <55 years of age [a]
 Cryptosporidiosis [a]
 Cyclosporiasis [a]
 Ehrlichiosis/Anaplasmosis [a]
***Escherichia coli* infection, Shiga toxin-producing** [a,c]
 Giardiasis [a]
 Gonorrhea [a]
 Granuloma inguinale
 Hantavirus pulmonary syndrome [a]
 Hemolytic uremic syndrome (HUS)
 Hepatitis B (acute and chronic) [a]
 Hepatitis C (acute and chronic) [a]
 Hepatitis, other acute viral [a]
 Human immunodeficiency virus (HIV) infection [a]
 Influenza [a,d]
 Lead, reportable levels [a]
 Legionellosis [a]
 Leprosy (Hansen's disease)
 Leptospirosis [a]
Listeriosis [a]
 Lyme disease [a]
 Lymphogranuloma venereum
 Malaria [a]
 Mumps [a]
 Ophthalmia neonatorum
 Rabies treatment, post-exposure
Salmonellosis [a]
Shigellosis [a]
 Spotted fever rickettsiosis [a]
***Staphylococcus aureus* infection, vancomycin-intermediate or vancomycin-resistant** [a]
Streptococcal disease, Group A, invasive or toxic shock [a]
Streptococcus pneumoniae infection, invasive, <5 years of age [a]
 Syphilis, other than primary and secondary
 Tetanus
 Toxic substance-related illness [a]
 Trichinosis (Trichinellosis) [a]
 Tuberculosis (TB) infection <4 years of age
Yersiniosis [a]

EXHIBIT G

MEDICAL EQUIPMENT INVENTORY

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

Item	Description	Quantity
1.	Weighting Scales	1
2.	Wheel Chairs	6
3.	Stretchers	2
4.	Recliner chair	2
5.	Medication Carts	4
6.	Standing B/P Machine	1
7.	Wall Mounted B/P Machine	4
8.	Dressing Tray Carts	2
9.	Pulse Ox 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	As needed
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	As needed

EXHIBIT H

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 C Minimum Staffing Requirements 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 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 C.

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 B, PERFORMANCE/OUTCOME MONITORING, UTILIZATION AND COST DATA, AND QUALITY/PERFORMANCE IMPROVEMENT, for a listing of all Outcome Measures, including Essential Outcomes.

EXHIBIT I**NONDISCLOSURE AND DATA SECURITY AGREEMENT**
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Corizon Health, LLC ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them 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 the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 19-107-RFP (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

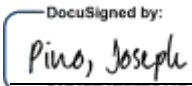
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer no more than forty-eight hours after discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices 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 laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
64C1FD4DF7B341D...
 Printed Name and Title: Pino, Joseph Senior Vice President
 Date: 2/28/2020 _____