

STATE OF GEORGIA CONTRACT BETWEEN
THE GEORGIA DEPARTMENT OF CORRECTIONS AND
CENTURION OF GEORGIA, LLC
FOR OFFENDER HEALTHCARE SERVICES

THIS CONTRACT is made and entered into by and between the Georgia Department of Corrections (hereinafter referred to as “GDC” or the “Department”) and **Centurion of Georgia, LLC**, a Georgia limited liability company (hereinafter referred to as the “Contractor” or “Centurion”), and is made effective on April 9, 2024 (hereinafter referred to as the “Contract Effective Date”).

WHEREAS, GDC is responsible for providing medical or hospital attention to all offenders in its custody pursuant to the Official Code of Georgia Annotated (O.C.G.A.) §42-5-2; and

WHEREAS, on or about January 19, 2021, the State issued Request for Proposal No. 46700-GDC0000946 (“RFP”) to procure offender healthcare services, three companies submitted responses, the State scored the responses, Wellpath, LLC (“Wellpath”) received the highest score and Centurion received the next highest score; and

WHEREAS, GDC entered into a certain State of Georgia Contract with Wellpath, executed as of July 8, 2021, for the provision of medical services to offenders (the “Wellpath Contract”); and

WHEREAS, due to the fact that the Wellpath Contract is terminating earlier than contemplated in the RFP, GDC requested and Centurion submitted an updated RFP response (“Centurion Updated Proposal” attached hereto and labeled Exhibit 1, which includes a table of start-up costs labeled Exhibit 1-A, POPM table labeled Exhibit 1-B and Risk Share table labeled Exhibit 1-C); and

WHEREAS, GDC accepts Centurion Updated Proposal and enters into this Contract with Contractor for the provision of various services for the Department as outlined herein. Due to the amount of time that has lapsed since the RFP issuance and the intervening Wellpath Contract, this Contract intentionally does not incorporate or otherwise rely upon the content of the RFP. This Contract is based upon its content as well as exhibits specified referenced and attached to this Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Department and the Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

I. SCOPE OF SERVICES

A. Governing Documents. The Contractor will provide physical healthcare services to all Offenders housed in facilities operated by the GDC consistent with this Contract and the Centurion Updated Proposal, Exhibit 1. The details of the Scope of Services is contained in Exhibit 2. A general summary of the responsibilities to be carried out by the Contractor include:

1. Provision of primary care providers (PCP), nursing services, and ancillary services within each prison staffed at the level set forth in Exhibit 3, Staffing Matrix and as deemed necessary by the Contractor and the Department;
2. Creation and maintenance of a network of specialty and sub-specialty providers and facilities sufficient to provide the Covered Services;
3. Ensure the appropriate utilization of resources, using the following program components: evidence-based clinical protocols and decision letters to inform inpatient prior authorization, prospective review, concurrent review, retrospective review, second opinion, discharge planning, and case management;
4. Provision of a System of Care approach to Care Coordination and continuity of care, which ensures a set of offender-centered, goal-oriented, culturally relevant and logical steps to assure that each offender receives medically necessary services in a supportive, effective, efficient, timely and cost-effective manner. This includes: Transition of Care, Discharge Planning, Care Coordination, Disease Management, and Case Management;
5. Provide for the delivery of quality care with the primary goal of improving the health status of offenders and, where an offender's condition is not amenable to improvement, maintain the offender's current health status by implementing measures:
 - a. To prevent any further decline in condition or deterioration of health status. This shall include the identification of offenders at risk of developing conditions, the implementation of appropriate interventions and designation of adequate resources to support the intervention(s); and
 - b. Develop an adequate system and staff to ensure the provision of health care services under this Contract are

properly documented, paid for and reported.

- B. The Parties agree that GDC retains Contractor to furnish all of the goods, services, and other deliverables contemplated by this Contract.
- C. Separate Contracts. The Parties understand and agree that the GDC anticipates that pharmacy services, mental health services, dental services, electronic health record (EHR), including an electronic medication administration record, and the RSAT program services will be provided by other vendors. Contractor shall not be responsible for providing such services and shall not be financially responsible for any costs associated with data hosting, data conversion or license, user or other related fees necessary to utilize GDC's electronic platforms. Contractor shall be responsible for cooperating, collaborating, and communicating with such vendors as necessary to perform the services contemplated in this Contract.
- D. The Parties agree that the Department shall not pay or otherwise compensate the Contractor for any services, goods, or deliverables outside of the Scope of Services, which includes the Centurion Updated Proposal to the extent agreed upon by GDC and this Contract. The Department shall not make any exceptions or waivers on this matter except subject to Contract sections allowing changes to the Scope of Services. In the event of a dispute regarding whether an item is within the Scope of Services, the Parties will attempt to reach a mutually agreeable solution.
 - 1. Change of Scope. The Parties agree that should there be any change in: (1) the standards of care (including but not limited to a change in any material respect to any treatment protocol or modality or if any new medication or therapy is introduced to treat any illness, disease or condition, or existing medication is approved to treat additional conditions); (2) scope of services; (3) patient base; (4) use of or mission change to existing GDC facilities; (5) addition of new facilities; (6) Court orders that impact standards of care and/or scope of services; (7) new or amended class actions that impact standards of care and/or scope of services; (8) State or Federal laws, regulations or policy; (9) Contract Section XIV.NN., "Delay or Impossibility of Performance/Force Majeure", any of which results in material costs to the Contractor (defined generally as \$300,000/year or more for any single change of scope event) that are not covered in this Contract, then the Parties agree to negotiate in good faith and without delay additional funding or an adjustment of services accordingly to be fully documented and attached to the Contract in the form of amendments pursuant to Section XIV.N. *infra*.
 - 2. GDC Notification of Change of Scope. If written correspondence

is received by the Contractor from GDC, or upon any of the change of Scope of Services contemplated in Section I.D.1. above, the Contractor shall advise the Assistant Commissioner for Health Services in writing within thirty (30) Calendar Days of receiving the initial correspondence from GDC at the address indicated in this Contract. The Contractor shall request written confirmation from the Assistant Commissioner for Health Services or his or her designee that the Scope of Services has changed.

3. Contents of Notice of Change of Scope. The Notice shall state the following:
 - a. The nature and circumstances of the communication regarded as a change in the Scope of Services by the Contractor;
 - b. The date of the communication;
 - c. The identification of the documents involved;
 - d. The particular technical requirements or contract requirements regarded as changed;
 - e. The direct and foreseeable effect of the communication regarded as a change in the Scope of Services contemplated by the Contract, including the number of hours required from Contractor's staff to accomplish the change and the manner and sequence of performance or delivery of supplies or services, identifying which supplies or services are or will be affected; and
 - f. A detailed cost analysis of the alleged change, including a schedule setting forth the associated staffing costs (including staff positions and hourly costs), with the totals for these categories not exceeding amounts based upon specific assumptions.
4. The Assistant Commissioner for Health Services shall respond within ten (10) Business Days of receipt of the Contractor's notice. The Assistant Commissioner for Health Services response shall either:
 - a. Countermand the correspondence that Contractor regards as a change;
 - b. Deny that the correspondence constitutes a change in the Scope of Services contemplated by the Contract;
 - c. Confirm in writing that the correspondence is a change to the Scope of Services contemplated by the Contract; or
 - d. Advise the Contractor that additional information is required to evaluate the Notice and establish the deadline by which the Contractor must provide such information.

E. If the Contractor complies with any change of Scope of Services order, direction, interpretation, or determination, written or oral, without

providing notice in accordance with this subsection, GDC shall not be liable for any increased price, delay in performance, or contract non-conformance by the Contractor.

II. BACKGROUND

- A. Implementation Period. Time period beginning on date of execution of this Contract and ending at midnight on June 30, 2024. Estimated costs for the Implementation Period are set forth in Exhibit 1-A and shall be paid as set forth in Section VII.A.
- B. Start-Up Period. The RFP and Wellpath Contract contemplated an initial one-year contract term with nine one-year extensions. Due to the early termination of the Wellpath Contract and the nature and timeframe of the assumption of services by Centurion, the Parties agree that the first 12 months of the Contract period is needed to complete all start up activities ("Start-Up Period"). This 12 month start-up period will be comprised of as Year One (7/1/24-6/30/25).
- C. Waiver of Performance-Based Penalties. The Contract Performance-Based measures and penalties are labeled Exhibit 4 and attached hereto. During the Start-Up Period, no assessment of Performance-Based Penalties financial damages shall occur, although the Parties will audit all measures as needed to ensure healthcare services are being provided in accordance with the Contract.
- D. Development of Monitoring Tools. After the Start-Up Period ends, the Parties will work together to make any additions or changes needed to the Scope of Services (Exhibit 2) and Performance-Based Measures (Exhibit 4) and specifics for the auditing methodologies and tools. The Performance-Based Measures metrics will be designed to ensure:
 - 1. Continually and significantly improve the quality of health care and services provided to offenders;
 - 2. Offer Care Coordination to offenders;
 - 3. Enhance access to Health Care services;
 - 4. Achieve budget predictability as well as cost containment;
 - 5. Create system-wide performance improvements; and
 - 6. Improve efficiency at all levels.

III. DEFINITIONS

As used in this Contract the following terms are defined as follows:

- A. Activities of Daily Living (ADL's): Activities of self-care, mobility, hygiene and grooming which include bathing, dressing, toileting assistance, and eating.
- B. Advance Directive: Inmates and incarcerated probationers may document their health care wishes in the event of a terminal or irreversible condition, or in the event that the offender is not able to communicate such wishes to healthcare providers. Advance directives may address the offenders' wishes concerning withholding/ withdrawal of resuscitative, life-sustaining, or other types of medical care (DNR: Do Not Resuscitate, or AND: Allow Natural Death).
- C. Clinicians: All categories of healthcare professionals contained in the agreed-upon Staffing Matrix, Exhibit 1, Attachment E.
- D. Constitutional Healthcare: Inmates and incarcerated probationers have the right to access care, the right to healthcare that is ordered, and the right to professional medical judgment.
- E. Centurion Updated Proposal: Centurion's final updated proposal submitted to the Department (Exhibit 1), including any modifications or clarifications accepted by the State Entity.
- F. Contract: This agreement between GDC and Centurion and its incorporated documents.
- G. Emergency: A condition that, in the judgment of the healthcare provider or other responsible staff, requires medical attention that cannot wait until the next regularly scheduled sick call.
- H. Experimental/Investigational: Any treatment, procedure, drug, device, equipment, or supply that has not been approved by an appropriate regulatory entity for the stated purpose, or is not recommended by a recognized Medical Specialty Board as appropriate standard of medical care for the specified medical condition/ illness.
- I. HIPAA: Health Insurance Portability and Accountability Act: Federal legislation that regulates the use and disclosure of Protected Health Information (PHI).
- J. Inmate, Incarcerated Probationer or Offender: A person who is detained in a Georgia state facility/center, probation detention/transitional center, or

boot camp.

- K. Medical Treatment: Each visit initiated by the inmate or incarcerated probationer to a facility Clinician.
- L. Medical Necessity or Medically Necessary: Any treatment which (1) is generally accepted by other medical practitioners for the treatment of that condition; (2) is provided at the lowest level of care which allow the persons safety; and (3) must not be Experimental. Also included are services or items reasonable and necessary for the diagnosis or treatment of illness or injury, or to improve the functioning of a malformed body part.
- M. Medical Reprieve: The process by which the GDC makes a request to the Board of Pardons and Parole, to consider compassionate/ early release of an offender. A medical reprieve will be considered for inmates with terminal illness/ serious medical conditions that are not reversible with medical therapy and who are no longer a threat to public safety.
- N. Penological Interest: interests that relate to the treatment (including punishment, deterrence, rehabilitation, etc.) of persons convicted of crimes.
- O. Performance-Based Measures: Performance measures agreed-upon by the Parties and set forth in Exhibit 4 designed to ensure compliance with the Scope of Services and compliance with Constitutional, GDC Policy and other applicable healthcare standards.
- P. PREA: Prison Rape Elimination Act: The purpose of this act is to provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, and recommendations and funding to protect individuals from prison rape.” 42 U.S.C. §15601, *et seq.*
- Q. Protected Health Information (PHI): Any information which concerns health status, provision of health care, or payment for healthcare that can be linked to an individual. PHI must be disclosed when required by law, and may be disclosed to facilitate treatment, payment or healthcare operations. Otherwise, a “Release of Information” must be signed by the inmate or incarcerated probationer to authorize release of PHI to any other individual or entity.
- R. Preventive Care Guidelines: Medical care guidelines for preventive health, which are based on the US Preventive Services Task Force and American Academy of Pediatrics Advisory Committee on Immunization Practices.
- S. Provider Network. Group of healthcare providers, hospitals and other facilities/groups necessary to provide Offenders with Medically Necessary services that are not available inside of GDC facilities.

- T. RFP: The Request for Proposal (and any amendments or addenda thereto) that was issued to solicit the Services that are subject to the Contract.
- U. Self-Care: Care for a condition that can be treated by the inmate or incarcerated probationer and may include over-the-counter medications.
- V. Services: The services and deliverables as provided in the Scope of Services, Exhibit 2, and as further described by the Contract.
- W. State: The State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- X. State Entity: The Georgia Department of Corrections or GDC, which is the State of Georgia entity contracting with the Contractor for the Services identified in the Contract.

IV. GDC RESPONSIBILITIES

- A. General Provisions. GDC will administer the Contract, monitor Contractor performance, and provide oversight in all aspects of the Contractor operations.
- B. Included and Excluded Offenders. Contractor will provide healthcare services to all Offenders housed in facilities operated by the GDC. The GDC will provide and maintain a list of these facilities, and the initial list is set forth in Exhibit 3, Staffing Matrix.
 - 1. Contractor shall not be responsible for healthcare services for Offenders housed in private prisons, county correctional institutions, or any other location identified by the GDC as falling outside the scope of this Contract.
 - 2. Contractor shall not be responsible for healthcare services for Offenders who are transferred into the custody of a county jail, a federal correctional institution, another state of the United States, or internationally.
 - 3. Contractor's responsibility for providing services for an Offender shall end when he or she leaves the custody of the GDC at the end of his or her sentence, upon being released on parole or other relief granted by the State Board of Pardons and Paroles, if an Offender's conviction or sentence is vacated or reversed by a court of competent jurisdiction, or as otherwise directed by the GDC.
 - 4. Contractor shall provide first aid and basic emergency care to GDC's

employees, contractors, visitors, and others on the premises of GDC facilities until such person can be transferred into the care of local emergency medical services.

5. Contractor shall provide medical testing and vaccinations for GDC's employees, contractors, visitors, and others on the premises of GDC facilities upon the written request of the Assistant Commissioner for Health Services or his/her designee. If the provision of these services will result in an increase in the Contractor's costs, the Parties shall come together in good faith in order to negotiate a modification to this Contract.
6. The GDC shall not be responsible for any services provided by Contractor to an individual not identified herein.

C. Quality Assurance.

1. GDC will have a written strategy for assessing and improving the quality of services provided by the Contractor. This strategy will, at a minimum, monitor:
 - a. The availability of services;
 - b. The adequacy of the Contractor's capacity and services;
 - c. The Contractor's coordination and continuity of care for Offenders;
 - d. The coverage and authorization of services;
 - e. The Contractor's policies and procedures for selection and retention of Clinicians;
 - f. The Contractor's compliance with State and federal privacy laws and regulations relative to Offender's privacy and confidentiality;
 - g. Legitimacy and resolution of Offender grievances;
 - h. The Contractor's oversight of all subcontractor relationships and delegations;
 - i. The Contractor's adoption of evidence-based practice guidelines, including the dissemination of the guidelines to Clinicians and Clinicians' application of them;
 - j. The Contractor's quality assessment and performance improvement program; and
 - k. The Contractor's health information systems use.
2. As set forth in Exhibit 4, the Parties have developed Performance-Based Measures designed to assess and improve the quality of services provided by the Contractor and the outcomes resulting from those services. This strategy shall include oversight of the following areas of the Contractor's performance:
 - a. Monitoring and evaluating the Contractor's service

- delivery system and Provider Network, as well as its own processes for quality management and performance improvement (CQI);
- b. Implementing action plans and activities to correct deficiencies and/or increase the quality of care provided to Offenders;
 - c. Initiating performance improvement projects to address trends identified through monitoring activities, reviews of complaints and allegations of abuse, provider credentialing, Utilization Management reviews, etc.;
 - d. Monitoring compliance with Federal, State and GDC requirements;
 - e. Ensuring Contractor executive and management staff participation in the quality management and performance improvement processes;
 - f. Ensuring that the development and implementation of quality management and performance improvement activities includes Offender participation and information provided by Offenders; and
 - g. Identifying the Contractor’s best practices, lessons learned and other findings for performance and quality improvement.

GDC Office of Health Services (OHS) will evaluate all audits for physical healthcare based on two scoring criteria as described below.

- 1. **Average Score:**
The average score of all areas scored on the audit tool for any individual audit performed.
- 2. **Mandatory Scored Composite:**
A measure of the individual number of mandatory scored questions on the audit tool.

Application of Scoring Rubric

1. Average Score Measure

Meets Expectations	Below Expectations	Under Expectations-Poor Performer
100-90	90-80	80-below

2. Mandatory Scored Measure

<u>Type of Notice Issued</u>	<u>Quantity of Mandatory Scored Measures Below 90%</u>	<u>Required Contractor Response</u>
Notice of Partial Compliance	2 to 4	Corrective Action Plans due within 30 days of receiving notice
Notice of Non-Compliance	4 to 7	Corrective Action Plans due within 15 days of receiving notice
Notice of Immediate Jeopardy	8 or more	Corrective Action Plans due upon notification

All calculations shall be scored and compiled by the audit tool and aligned with the Audit Deficiency Report.

- D. Coordination with Contractor Key Staff. GDC will make diligent good faith efforts to facilitate effective and continuous communication and coordination with the Contractor in all areas of operations. Specifically, GDC will designate individuals within the Department who will serve as a liaison to the corresponding individual on the Contractor's staff.
- E. System Requirements. GDC will supply the information to the Contractor needed for Contractor to meet its technology and healthcare service delivery obligations as set forth in Exhibit 2.
- F. Readiness. Agent will conduct a readiness review of each Contractor at least thirty (30) Calendar Days prior to launch. GDC or its Agent will conduct the reviews to provide assurances that the Contractor is able and prepared to perform all administrative functions and is providing high quality of services to offenders. Specifically, GDC's review will document the status of the Contractor with respect to meeting program standards set forth in this Contract, as well as any goals established by the Contractor. A multidisciplinary team appointed by GDC will conduct the readiness and annual review. The scope of the reviews will include, but not be limited to, review and/or verification of the Contractor's Progress on the following:
1. Statewide network access;
 2. System readiness;
 3. After-hours/emergency contact readiness;
 4. Staffing plan and staffing levels;

5. Progress and status in hiring and training staff and cross-training staff;
6. Transition of Care plan;
7. Training plan and training of Providers;
8. Development of policies and procedure;
9. Care Management/Care Coordination;
10. Quality Management/Quality Improvement;
11. Documented plan for providing healthcare;
12. Utilization Management; and
13. Physical Health and Behavioral Health Coordination;

The review will assess the Contractor's ability to meet any requirements set forth in this Contract and documents referenced herein. Contractor's failure to pass the readiness review thirty (30) Calendar Days prior to the beginning of service delivery may result in delayed operations and/or immediate Contract termination. GDC will provide the Contractor with a summary of the findings as well as areas requiring remedial action after each readiness review phase.

V. GENERAL CONTRACTOR RESPONSIBILITIES

- A. Contractor shall promptly deliver all required goods and services as set forth in Exhibit 2 in a professional and workmanlike manner according to the Contract including all applicable professional standards.
- B. Contractor shall maintain qualified staff and any other necessary business resources throughout the duration of the Contract to meet scheduled deadlines and all other performance requirements.
- C. Contractor shall comply with all State and GDC policies and standards in effect during the performance of the Contract, including but not limited to GDC's policies and standards relating to personnel conduct, security, safety, confidentiality, privacy and ethics.
- D. Contractor shall, within three business days, notify GDC of any of the following changes with respect to itself or its subcontractors:
 1. Change in business address, telephone number, facsimile

- number or e-mail address;
 - 2. Change in entity status or nature;
 - 3. Change in business location;
 - 4. Change to a condition of insolvency (i.e. a state in which Contractor is unable to meet or discharge financial liabilities);
 - 5. Change in entity officers, executive employees, or entity structure; or
 - 6. Material change in ownership or control (i.e. more than 5%).
- E. Contractor shall request and receive GDC's prior written consent (which shall not be unreasonably withheld) before taking any of the following actions: (1) Change its legal status; (2) Change its legal structure; or (3) Sell, transfer, convey, or assign more than 5% ownership interest in the Contract.
- F. Should GDC not consent to any of the actions set forth above, and the Contractor desires to proceed with such action, then GDC may, at its option, elect to terminate this Contract at such date as determined by GDC.

VI. SPECIFIC CONTRACTOR DUTIES

- A. The Contractor shall provide all physical healthcare services, inclusive of labor, equipment, supplies, and other elements required to promote high-quality outcomes as set forth in Exhibit 2 and as set forth below:
- B. Areas of Contractor Responsibility.
- 1. **ADMINISTRATION:** Contractor shall provide robust reporting and transparency of collected data and collaboration with other suppliers and staff in a multi-supplier model. Contractor shall participate in weekly Contractor/GDC reviews of all contract monitoring requirements.
 - 2. **IN-PRISON CARE:** The Contractor shall provide on-site at prison facilities all physical healthcare services, inclusive of labor, equipment, supplies, and other elements required to promote high-quality outcomes as set forth in Exhibit 2, and including the following:
 - a. **Intake:** The Contractor shall provide all on-site medical screening and admission evaluation.
 - b. **Routine Care:** The Contractor shall provide on-site routine

- services that meet all applicable accreditation standards and all applicable state and federal laws.
- c. Specialty Care: The Contractor shall provide on-site specialty care services that are registered, accredited, and meet all applicable state and federal laws.
 - d. Emergency Care: The Contractor shall provide on-site emergency services.
 - e. Release to Community: The Contractor shall participate in comprehensive re- entry coordination for Offenders into the community. Prior to discharge, the Contractor shall ensure continuity of healthcare and access to medical services for discharged Offenders.
 - f. Provision of Services for Disabled Persons: The Contractor shall work closely with GDC to provide accommodations to Offenders in compliance with the Americans with Disabilities Act (ADA), including provision of access to interpreters for American Sign Language (ASL), Limited English Proficient (LEP), etc. and provision of hearing aids, eyeglasses and other necessary durable medical equipment.
 - g. Medical Equipment and Supplies: The Contractor shall be responsible for the provision of all medical equipment (e.g., EKG machines, scales, beds, pulse oximeters, oxygen concentrators, etc.) and supplies (i.e., typically disposable) to deliver in-prison physical healthcare services. The Contractor shall be responsible for acquiring, maintaining, and replacing existing medical equipment (including telemedicine equipment). Any equipment purchased shall remain the property of the Contractor. In some cases, when deemed Medically Necessary by Contractor, Offenders may be released with durable medical equipment at no cost to the Offender.
 - h. Infirmary Care: The Contractor shall provide appropriate 24-hour nursing services to oversee care for Offenders admitted to an Infirmary as reflected in the Staffing Matrix, Exhibit 3.
 - i. Accommodative Housing: The Contractor shall provide appropriate 24-hour nursing services to oversee care for Offenders admitted to accommodative housing units who need assistance with activities of daily living.
 - j. Mental Health Nursing: The Contractor shall provide mental health nursing services to oversee care for Offenders admitted to facilities with a mental health caseload as reflected in the Staffing Matrix, Exhibit 3.
3. PROVIDER NETWORK: The Contractor shall develop and maintain a network of specialists, sub-specialists, facilities and other providers outside of prison facilities necessary to secure physical healthcare services that cannot be offered inside a prison,

and including the following:

- a. Specialty and Sub-Specialty Care: The Contractor shall provide access to specialty and sub-specialty care provided in a community setting within the State of Georgia outside of prison facilities and necessary medical and support services to be administered and completed outside of the prison facilities and in a manner that prevents adverse outcomes.
- b. Network Coverage: The Contractor is responsible for developing a sufficient network to cover all specialty needs not met with in-prison care, including long-term acute care facilities. The network shall be contracted at appropriate rates while encouraging quality care. The network shall have a sufficient number of providers located in proximity to GDC's prisons and shall have access to emergency medical care outside of the prison. The Contractor shall actively educate the Provider Network on effective network participation to include timely scheduling, availability, and follow-up care.
- c. Utilization Management: The Contractor shall be responsible for creating a Utilization Management (UM) program to ensure that in-prison and out-of-prison care (including hospitalizations) decisions are made based upon evidence-based criteria. The Contractor shall monitor performance (e.g., expected vs. actual length of stay, expected intensity of care based on predictive analytics), quality improvements, evaluation of use of medical resource consumption, and patient outcomes to assess quality of care delivered.
- d. Claims Processing: The Contractor shall be responsible for processing all facility and professional claims incurred for Medically Necessary services provided to Offenders out-of-prison and in GDC's on-site clinics and shall be financially responsible for such claims to the extent set forth in Section VII.B.4. below and Exhibit 1-C. The Contractor shall provide comprehensive claims management (i.e., from claims submission to final adjudication). The Contractor must maintain and provide GDC with access to electronically available claims information. The Contractor may subcontract with a TPA for some or all claims processing functions as desired. The Contractor shall participate in monthly joint claims analysis reviews with GDC Health Care Services staff.
- e. Medicaid Coordination: The Contractor shall gather needed information and submit a Medicaid application to the Georgia Department of Community Health for the determination of Medicaid eligibility for offenders who have in-patient hospital stays of twenty-four (24) hours or more. Such submissions should include the services provided by the hospital, all providers, and other services related to each hospitalization. Once the Medicaid decision has been made, the Contractor

shall provide the number to the hospital and all other providers if approved. If not eligible for Medicaid, the Contractor shall process the claim as set forth in its agreement with that Provider.

- C. Population Health Management. Contractor shall develop an approach to population health management (e.g., the stratification of Offenders to better manage care coordination across all settings and longer than a single episode of care).
- D. IT Systems and Electronic Health Record System. Contractor shall develop and implement IT and network infrastructure to support data tracking and management consistent with Exhibit 2, including the utilization of a Computerized Electronic Health Record (EHR) that shall be provided by GDC. All systems and solutions shall be interoperable with GDC's pharmacy, mental health, dental solutions and GDC's Offender Management Solution (Scribe) as well as include at least basic functionality to promote continuity of care and sharing of health information across providers, including in-prison and out-of-prison care.
- E. Covered Benefits and Services.
 - 1. Contractor shall provide Medically Necessary services in an amount, duration, and scope based upon generally accepted medical practices in light of conditions at the time of treatment. Medically Necessary services are those that are:
 - a. Appropriate and consistent with the diagnosis of the treating Clinician and the omission of which could adversely affect the Offender's medical condition;
 - b. Compatible with the standards of acceptable medical practice in the community;
 - c. Provided in a safe, appropriate, and cost-effective setting given the nature of the diagnosis and the severity of the symptoms;
 - d. Not provided solely for the convenience of the Offender or the convenience of the Contractor or Provider Network; and
 - e. There must be no other effective and more conservative or substantially less costly treatment, service and setting available.
 - 2. Experimental, Investigational, Elective or Cosmetic Procedures, Drugs, Services, or Devices. In no instance shall the Contractor cover experimental, investigational, elective or cosmetic procedures, drugs, services or devices or those not recognized by the Federal Food and Drug Administration, the United States Public Health Service, Medicaid and/or the Department's

contracted peer review organization as universally accepted treatment.

F. Special Coverage Provisions. Prior to the operational start date, the Parties shall negotiate in good faith modifications to this Contract in light of the information gleaned during the implementation and transition phase.

G. Performance Management and Performance Improvement

1. General Provisions

- a. The Contractor shall provide for the delivery of quality care with the primary goal of improving the health status of Offenders and, where an Offender's condition is not amenable to improvement, maintain the Offender's current health status by implementing measures to prevent any further decline in condition or deterioration of health status. This shall include the identification of Offenders at risk of developing conditions, the implementation of appropriate interventions and designation of adequate resources to support the intervention(s).
- b. The Contractor shall seek input from, and work with, Offenders, GDC's staff, Clinicians, community resources and agencies to actively improve the quality of care provided to Offenders. The content and circulation methodology of surveys and other tools for Offender satisfaction with care must be approved by the Assistant Commissioner for Health Services and the Assistant Commissioner for Facilities prior to distribution.
- c. The Contractor shall submit to annual auditing by the GDC or its designee. Facilities shall be assessed using Medical Association of Georgia (MAG) standards and all Facilities that are ACA accredited shall be assessed using the MAG and ACA standards. Any finding shall be handled in accordance with the requirements established in Section IV.C.3 of this document.
- d. The Contractor shall establish a multi-disciplinary Quality Oversight Committee at each facility to oversee all quality functions and activities. This Committee shall meet at least quarterly, but more often if warranted. The formal organizational structure must include at a minimum, the following:
 - i. A designated health care practitioner, qualified by training and experience, to serve as the Quality Management Director;
 - ii. A committee which includes representatives

from the provider groups as well as clinical and non-clinical areas of the organization;

- iii. A senior executive who is responsible for program implementation;
- iv. Substantial involvement by the Contractor's Statewide Medical Director; and
- v. Accountability to the Contractor's governing leadership on activities, findings, recommendations, actions, and results on a scheduled basis.

2. Contractor shall:

- a. Ensure that the Quality Oversight Committee maintains records that document the Committee's activities, findings, recommendations, actions, and results;
- b. Align its quality goals and the work of the Quality Oversight Committee to the terms of this Contract and the GDC's strategic goals related to Offender healthcare, if any; and
- c. Ensure that the Quality Oversight Committee reviews the medical record of a random sample of at least ten (10) Offenders at each facility annually. This review shall assess, at a minimum, the completeness of the record, whether each Offender's health has improved or deteriorated over the prior year, timeliness of services, the propriety of medical decision-making, utilization management, consistency of care, quality of care, and utilization management.

H. Performance Measures

- 1. As set forth in Exhibit 4, GDC and Contractor have established Performance-based measures ("Performance-Based Measures") for the provision of services herein. It is important that the Contractor continually improve health outcomes from year to year. The performance measure measures and targets will be updated throughout the life of this Contract as necessary as agreed to in writing by the Parties.
- 2. GDC may require a Corrective Action (CA) form that addresses the lack of performance measure target achievements and identifies steps that will lead toward improvements. This evidence-based CA form must be received by GDC within the timelines established in Section IV.C.3 of this document. The CA response must be approved by GDC prior to implementation. GDC may conduct follow up on-site reviews to verify compliance with a CA response. As set forth in Exhibit 4, the GDC may utilize financial penalties or incentives relating to performance measures and audit results.

3. The Parties will collaborate to validate Contractor's performance for each fiscal year. This assessment will be completed by August 31 of each year.

I. Administration and Management

1. The Contractor shall be responsible for the administration and management of all requirements of this Contract. All costs related to the administration and management of this Contract shall be the responsibility of the Contractor.
2. Contractor's statewide management staff must be accessible to the GDC during state business hours and available for virtual meetings within twenty-four (24) hours' notice.
3. The Contractor must provide at least one management point of contact such that the GDC is able to reach a manager twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including State and Federal holidays.
4. The Contractor shall conduct on-going training for its entire staff servicing this Contract to ensure appropriate functioning in all areas and to ensure that staff is aware of all programmatic changes. The Contractor must train its staff using a curriculum specific to their areas of responsibility. The training program must include at least forty (40) hours of training on topics required by the GDC for ACA accreditation. Staff must receive training about the functionality of Information Systems so that they are fully capable of using the systems to complete their job functions. The Contractor shall also ensure that staff have the necessary qualifications and education to perform their assigned jobs. The Contractor shall submit a staff-training plan to GDC for initial review and approval and as updated thereafter. All In-Prison staff must maintain annual BCLS credentials.

J. Claims Management

1. Contractor shall be responsible for processing all facility and professional claims incurred for Medically Necessary services provided to Offenders out-of- prison and in GDC's on-site clinics. The Contractor shall provide comprehensive claims management (i.e., from claims submission to final adjudication). The Contractor must maintain and provide GDC with access to electronically available claims information. The Contractor may subcontract with a TPA for some or all claims processing functions as desired. The Contractor shall have adequate

systems and staff in place to ensure that the provision of services under this Contract is properly documented, accounted for, and reported.

2. The Contractor shall administer an effective, accurate and efficient claims processing function that adjudicates and settles Network Provider Claims for Covered Services that are clean claims and filed within a timely manner. All claims relate to the contract year in which the services were performed (and for services that cross contract years, the first date of service is used to determine the correct contract year) regardless of when they are processed and paid by Contractor. For purposes of the Risk Share arrangement detailed herein, the designated contract year shall include the claim runout period of no less than six calendar months after the close of that contract year.
3. The Contractor shall submit all data necessary to complete Global Claims Analyses by facility and by type using primary and secondary ICD codes, hospital LOS, avoidable hospital days and ER returns to ensure an effective, accurate, and efficient claims processing function that adjudicates and settles Network Provider Claims. In addition, the Contractor shall assume all costs associated with Claims processing, including the cost of reprocessing/resubmission, due to processing errors caused by the Contractor or to the design of systems within the Contractor's span of control. If, based on its review of such analysis, GDC finds the Contractor's claims management system and/or processes to be insufficient, GDC may require from the Contractor a Corrective Action Plan outlining how it will address the identified issues.
4. The GDC will utilize claims analyses to determine the adequacy of medical services and to evaluate the quality of care rendered to offenders. GDC will use the following requirements to establish the standards for the submission of data and to measure the compliance of the Contractor to provide timely, complete and accurate information. Encounter data from the Contractor also allows GDC to budget available resources, monitor utilization, follow public health trends and detect potential fraud. Most importantly, it allows GDC to make recommendations that can lead to the improvement of Health Care outcomes.
5. The Contractor shall work with all Network Providers to implement standardized billing requirements to enhance the quality and accuracy of the billing data submitted.

6. Information to be gathered by Contractor for all claims should include at least the following so that Contractor and GDC can identify the offender to whom the service was provided:
 - a. Patient name;
 - b. Date of birth;
 - c. GDC#;
 - d. GDC assigned facility;
 - e. Place of service;
 - f. Date of service;
 - g. Type of service;
 - h. Units of service;
 - i. Diagnosis information to include primary and secondary ICD 10 codes at minimum;
 - j. Treating Provider information;
 - k. Amount billed;
 - l. Date of bill;
 - m. Payment status;
 - n. Amount paid
 - o. Date paid; and
 - p. Payment method.
7. The Contractor shall submit to GDC monthly Claims Processing Reports as may be requested from time to time.

K. Information Management and Systems

1. The GDC shall provide an Electronic Health Record (EHR) system for the purpose of integrating all components of the delivery of care to Offenders. The system shall have the capability to securely store and transmit information, interface with other relevant systems and report data in a format specified by GDC. Notwithstanding anything herein to the contrary, the Contractor shall have no responsibility for the operation or maintenance of the EHR utilized by the GDC other than to utilize the provided EHR system to capture all necessary data associated with the provision of care outlined in this Contract.
2. Contractor's responsibilities with regard to GDC's information management and systems is set forth in detail in Exhibit 2.

L. Monitoring and Reporting

1. The Contractor shall support GDC in its program monitoring and reporting efforts for program performance and trending analyses through submission of ongoing, dashboard and ad hoc reports to GDC for all activities described in the Contract and Exhibit 4. The Contractor shall provide ad hoc reports to GDC

upon request and within timeframes agreed to by GDC and the Contractor.

2. The Contractor shall comply with all the reporting requirements established by this Contract and shall submit all Reports included in this Contract. The Contractor shall create Reports using the formats, including electronic formats, instructions, and timetables as specified by GDC, at no cost to GDC. **GDC may modify reports, specifications, templates, or timetables as necessary during the Contract year.** Contractor changes to the format must be approved by GDC prior to implementation. The Contractor's failure to submit the Reports as specified may be considered a failure to meet one or more of the Performance-Based Measures set forth in Exhibit 4.
3. The Contractor shall submit the Deliverables and Reports for GDC review and approval according to the following timelines, unless otherwise indicated.
 - a. Weekly Reports shall be submitted on the same day of each week as determined by GDC;
 - b. Monthly Reports shall be submitted within five (5) business days of the end of each month;
 - c. Quarterly Reports shall be submitted within five (5) business days for the quarter immediately preceding the due date;
 - d. Annual Reports shall be submitted within thirty (30) Calendar Days following the twelfth (12th) month of the contract year ending June 30th;
 - e. Ad-Hoc, as determined by GDC; and
 - f. Other Reports (bi-annual, according to the due date of the respective report).
4. The Contractor shall, upon request of GDC, generate any additional data or reports at no additional cost to GDC within a time period prescribed by GDC. The Contractor's responsibility shall be limited to data in its possession.
5. The GDC will periodically publish information or receive requests from audiences such as legislators that may require data from the Contractor. GDC will provide the Contractor with information about the data GDC would like to publish or must produce, and the Contractor shall produce all reports or summary data for GDC to incorporate into a larger report. The Contractor shall develop these reports considering the audience to be targeted.

6. The Contractor shall not publish reports on its website or any other forum without prior consent from GDC.
7. The Contractor must be prepared to participate in regularly scheduled meetings with GDC staff to review decisions, resolve issues and define operational enhancements. These meeting schedules will be determined by GDC.
8. The Contractor and its various levels of staff as determined by GDC must also attend an onsite meeting at GDC to report on all activities, trends, opportunities for improvement and recommendations for programmatic and policy changes at the frequency determined by GDC. Contractors must provide best practices and lessons learned to reach program goals.

VII. PAYMENT FOR SERVICES

- A. Payment of Implementation Costs. The total Implementation Cost is set forth in Exhibit 1-A. Contractor will invoice GDC after delivery and acceptance of the product or service and GDC's payment is due within 30 days of receipt of Contractor's invoice.
- B. Payment of Monthly POPM. On a monthly basis, by no later than the 1st day of the following month, GDC will provide Contractor the actual offender census of the prior month. Contractor will invoice GDC for the actual offender census at the POPM rate set forth in Exhibit 1-B within two business days of receipt of the offender census information. GDC will pay Contractor's invoice via ACH by the 10th of the month of receipt.
 1. At a minimum, monthly invoices shall include the date that the invoice was submitted, the invoice number, a line item for each of in-prison care, out-of-prison care and administrative costs that shows the agreed upon POPM rate for each line, the baseline Offender census for the month being invoiced and prior census adjustments, the total monthly cost for each line and the total monthly cost for all lines.
 2. In a separate document due no later than thirty (30) calendar days after the end of the reporting month, GDC requires the Contractor to provide a breakdown of the total monthly costs for each facility, a breakdown of the total actual monthly out-of-prison care costs showing how much was spent on clinical care and hospital care and the actual monthly costs for long-term care. GDC reserves the right to require the Contractor to provide additional information concerning the actual costs associated with services provided under this contract within thirty (30) calendar days of the written request being submitted to the Contractor.

- C. RISK SHARE. Incentives specific to out-of-prison care will take the form of risk-sharing of costs below and above target for out-of-prison care only. In order to calculate risk-sharing amounts, the actual incurred cost will be compared to the projected cost from the Contract. See Exhibit 1-C as to the specifics for the Risk Share for Year One of the Contract. The Contractor will provide the Risk Share reconciliation to GDC no later than sixty (60) days following the twelve (12) month runout period. The Parties agree to process the settlement no later than two (2) months following receipt of the settlement invoice. Starting Year Two and for each contract term thereafter, if there is a need to increase the annual Risk Share amount, the Parties will work together to document and obtain the necessary increase. The Contractor will be responsible for the reconciliation (i.e., tracking, reporting) of the actual costs incurred compared to the projected costs from the Contract on an annual basis.

Beginning no earlier than the close of the current fiscal year, if paid Risk Share costs reach the GDC's annual POPM Risk Share attachment point (Exhibit 1-B), the Contractor may begin submitting progress billings in five million dollar (\$5,000,000.00) increments as out-of-prison care claims are paid by Contractor.

D. Other Financial Details.

1. The Contractor shall establish and maintain such net worth, working capital and financial reserves sufficient to perform under the terms of this Contract. The Contractor shall provide assurances to the State that its provision against the risk of insolvency is adequate such that the GDC shall never be liable for its debts in the event of insolvency. As part of its accounting and budgeting function, the Contractor shall establish an actuarially sound process for estimating and tracking incurred but not reported costs. As part of its reserving process, the Contractor shall conduct annual reviews to assess its reserving methodology and make adjustments as necessary.
2. The Contractor shall cost avoid all Claims for services that are subject to payment from a third-party health insurance carrier, Medicaid, or some other party or insurer who may be financially responsible for an offender's care, if possible. The GDC shall make available such information as is within its records to assist Contractor with such and will liaise with DOAS to the extent that that agency seeks to recover the cost thereof from an alleged outside tortfeasor who is responsible for an offender's need for medical care.

3. GDC shall provide Contractor staff with State-issued cell phones. The Contractor shall reimburse GDC for the actual charges based on the GTA invoice. GDC will provide a copy of the GTA invoice for the Contractor's employees with the monthly invoice. In the event Contractor employee is terminated and otherwise leaves Contractor's employment, Contractor shall collect all GDC property, including but not limited to cell phones from said employee upon termination. Contractor agrees to reimburse GDC for lost, stolen or damaged cell phone(s) issued to Contractor by GDC within thirty (30) days of receiving notice of the missing or damaged cell phone(s).

VIII. OWNERSHIP AND USE OF DATA

- A. All data created from information, documents, messages (verbal or electronic), reports, or meetings involving or arising out of this Contract, including each offender's medical record, is owned by GDC (hereafter referred to as "GDC Data"). Press and other inquiries related to the Contract shall be referred to the GDC's Public Affairs Office for consideration before a response is issued. GDC, at its sole discretion, may direct Contractor to decline to respond, or to include or exclude certain information in its response. The Contractor is expressly prohibited from sharing or publishing GDC Data without the prior written consent of GDC. In the event of a dispute regarding what is or is not GDC Data, GDC's decision on this matter shall be final and not subject to Appeal.

- B. If GDC consents to the publication of its Data by Contractor, Contractor shall display the following statement within the publication in a clear and conspicuous manner:

"This publication is made possible by the Georgia Department of Corrections (GDC) through a contract managed by (Contractor's name). Neither GDC or (Contractor's name) is responsible for any misuse or copyright infringement with respect to the publication."

The statement shall not be considered clear and conspicuous if it is difficult to read or hear, or if the placement is easily overlooked.

- C. The Parties also understand and agree that any software created by or licensed to Contractor, including upgrades or enhancements to software programs, hardware, or other equipment, whether electronic or physical, shall be the property of Contractor and made at the Contractor's expense only, unless the upgrade or enhancement is made at the Department's request and solely for the Department's use exclusive of the deliverables contemplated by this Contract. Any upgrades or enhancements requested by and made for the

Department's sole use shall become the Department's property without exception or limitation. The Contractor agrees that it will facilitate the Department's use of such upgrade or enhancement and cooperate in the transfer of ownership, installation, and operation by the Department.

- D. The Contractor warrants that all Deliverables provided by the Contractor do not and will not infringe or misappropriate any right of any third party based on copyright, patent, trade secret, or other intellectual property rights. In case the Deliverables or any one or part thereof is held or alleged to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted or if a proceeding appears to the Contractor to be likely to be brought, the Contractor will, at its own expense, either procure for the Department the right to continue using the Deliverables; or modify or replace the Deliverables to comply with the Specifications so that no violation of any intellectual property right occurs. If Contractor fails to comply with the terms and conditions set forth in this Section, GDC shall have the option to terminate the Contract.
- E. If the Department reasonably requests specific customization of software programs, hardware, or other equipment, whether electronic or physical after the initial term of this Contract begins, the Contractor shall promptly assess required modifications and the Parties shall discuss in good faith resources required to implement such customization.
- F. All system changes required to comply, enable, and operate data transfers pursuant to this Contract shall be enabled, completed, and operated at no cost to GDC.
- G. The Parties agree that the required system changes are not complete until they are fully implemented, tested and approved by GDC prior to the live date. In any event, GDC's determination on whether the system changes are complete and satisfactory shall be conclusive and final.

IX. BUSINESS CONTINUITY/DISASTER RECOVERY

- A. Contractor shall provide and maintain for the life of the Contract a detailed Business Continuity and Disaster Recovery (BC-DR) Plan that will be implemented in the event that Contractor's facility experiences a disaster (for example, power outages, computer virus infections, natural disaster, facility evacuations, etc.) that impacts fulfilling the requirements of this Contract. The BC-DR Plan shall include the following:
 - 1. Notification process;

2. Identification of the Contractor's disaster recovery location and equipment;
 3. Testing frequency of the plan; and
 4. Step-by-step explanation of the backup and recovery procedures of services, which must include the number of hours to complete each step within a twelve (12) hour period.
- B. Contractor shall submit an updated BC-DR Plan within thirty (30) Calendar Days of notification of Contract renewal.
- C. Contractor shall conduct an annual Disaster Recovery Plan Review and exercise/drill at the Contractor's own expense. The review must test all components of the Contractor's operation, including services provided by any third parties. A written report of the findings must be delivered to GDC within fifteen (15) Calendar Days of the date that the test is conducted. The Contractor must develop a written CAP for any deficiencies noted in the test and must thoroughly re-test until satisfactory results are achieved and maintained.
- D. Contractor shall maintain sufficient reserved funds or insurance to provide for such business continuity plan.

X. CONTRACTOR STAFFING

- A. The Contractor shall demonstrate to GDC's satisfaction that it has the necessary staffing, by function and qualifications as set forth in Exhibit 3, to fulfill its obligations as described in the Scope of Work. The Contractor shall provide a detailed listing of contact information for all of its Material Subcontractors, including a description of the Subcontractor's organization and the responsibilities that are delegated to the Subcontractor. The Contractor will not contract with or permit the performance of any work or services by Material Subcontractors without prior written consent of GDC.
- B. The Contractor warrants and represents that all persons, including Subcontractors, independent contractors and consultants assigned by it to perform this Contract, shall be employees or subcontractors of the Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein; failure to notify GDC of replacement of Material Subcontractors will be considered breach of contract. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work hereunder. The Contractor also agrees that GDC may approve or disapprove the Contractor's Subcontractors or its staff assigned to this

Contract prior to the proposed staff assignment. GDC's decision on this matter shall not be subject to Appeal.

- C. The Contractor shall ensure that all personnel involved in activities that involve clinical or medical decision making have a valid, active, and unrestricted license to practice and Board certification or Board eligibility for the American Board of Medical Specialties. Each provider's credentials shall be verified on an annual basis at Contractor's expense, and documentation thereof shall be provided to the GDC.
- D. In addition, the Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized Subcontractors of the Contractor and shall be fully qualified, as specified in the Contractor's Proposal and in this Contract, to perform the services required herein. Personnel commitments made in the Contractor's Proposal shall not be changed unless approved by GDC in writing. Staffing will include the named individuals at the levels of effort proposed.
- E. The Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with this Contract and Exhibit 2. The initial Staffing Matrix is found in Exhibit 3. The Parties can agree to alter the Staffing Matrix as often as needed throughout the life of the Contract: if the changes are cost neutral, the Parties will document the changes; or if the changes result in cost increases to Contractor, the Parties will document via a Contract amendment.
- F. At a minimum, the Contractor shall provide the following Key Staff:
 - 1. During Implementation, a dedicated project manager to lead program implementation and facilitate ongoing operations. The Project Manager must be stationed at the Contractor's office in the State of Georgia. The Project Manager must be certified as a Project Management Professional or Agile Certified Practitioner by the Project Management Institute, or an equivalent credential approved by the GDC in its sole discretion. The Project Manager must also be onsite at the GDC offices in or near Atlanta, Georgia and/or Forsyth, Georgia at times specified by GDC during the planning, implementation and deployment phases of the Contract.
 - 2. An Executive Administrator, titled Vice President of Operations on Centurion's Staffing Matrix, who is a full-time administrator with clear authority over the general administration and implementation of the requirements detailed in this Contract.

3. A Statewide Medical Director who is a licensed physician in the State of Georgia with Board Certification and an unrestricted license to practice. The Medical Director shall be actively involved in all major clinical program components of the contract, shall be responsible for the sufficiency and supervision of the Provider network, and shall ensure compliance with federal, State and local reporting laws on communicable diseases, neglect, etc.
 4. A Quality Improvement Director with appropriate education, training and licensure, if applicable.
 5. A corporate Chief Financial Officer who oversees all budget and accounting systems.
 6. Statewide Utilization Management Director/Associate Regional Medical Director.
 7. A Statewide Information Management and Systems Director and a complement of technical analysts and business analysts as needed to maintain the operations of Contractor Systems and to address System issues in accordance with the terms of this Contract.
- G. The Contractor shall comply with all staffing/personnel obligations set out in this Contract, including but not limited to those pertaining to security, health, and safety issues.
- H. The Contractor shall provide the Assistant Commissioner for Health Services with a staff roster every ninety (90) days during the term of the Contract. This roster shall set forth the names, titles, and physical location of all members of Contractor's staff (including Subcontractor and Contractor affiliates), their areas of assignment and the number of hours they are required to work.
- I. GDC may reject any proposed changes in Key Staff as identified in Section X.F and may require the removal or reassignment of any Contractor employee or Subcontractor employee that the Department deems to be unacceptable in the exercise of its reasonable judgment. The Department's decision on this matter shall be final.
- J. Notwithstanding the above provisions, the Parties acknowledge and agree that the Contractor may terminate any of its employees designated to perform work or services under this Contract, as permitted by applicable law. In the event Contractor terminates an employee working at a GDC facility, whether voluntarily or involuntarily,

Contractor shall provide notice of the termination to GDC within two (2) business days of termination. The notice shall be sent to the GDC Office of Health Services Director.

- K. The Contractor shall notify GDC within five (5) Business Days, via written communication, prior to any changes to Key Staff. The Contractor shall replace any of the Key Staff with a person of equivalent experience, knowledge and talent. Within ten (10) Calendar Days of the termination, Contractor shall provide the Assistant Commissioner for Health Services with the resume of the proposed replacement and offer the Assistant Commissioner for Health Services, and/or his authorized representatives, the opportunity to interview that person. If the Assistant Commissioner for Health Services is not reasonably satisfied with the apparent skill and qualifications of the proposed replacement, he or she shall notify Contractor within ten (10) Calendar Days after receiving the resume or conducting the interview (whichever occurs last). Once that has occurred, the Contractor shall propose another replacement and the Assistant Commissioner for Health Services shall have the same right of approval. Such process shall be repeated until a proposed replacement is approved by the Assistant Commissioner for Health Services. If, after sixty (60) Calendar Days from the notice of termination, a qualified replacement is not approved, Contractor may be found to have not met a key performance indicator, as set forth in Exhibit 4, attached hereto.
- L. GDC also may require the removal or reassignment of any Contractor employee or Subcontractor employee that GDC deems to be unacceptable. GDC's decision on this matter shall not be subject to Appeal. Notwithstanding the above provisions, the Parties acknowledge and agree that the Contractor may terminate any of its employees designated to perform work or services under this Contract, as permitted by applicable law. In the event of Contractor termination of any Key Staff the Contractor shall provide GDC with immediate notice of the termination, the reason(s) for the termination, and an action plan for replacing the discharged employee.
- M. The Contractor must submit to GDC quarterly the Contractor Information Report that includes but is not limited to the changes to Contractor's local staff information as well as local and corporate organizational charts.
- N. If GDC, in its sole discretion, determines that the Contractor's services and/or performance under the terms, conditions, and requirements of this Contract are insufficient, unacceptable, or unsatisfactory, the Contractor, after notice from GDC, agrees that it will make every attempt to submit a CA plan to remedy the deficiency within two (2) Business Days.

- O. Should the Contractor at any time: 1) refuse or neglect to supply adequate and competent supervision; 2) refuse or fail to provide sufficient and properly skilled personnel, equipment, or materials of the proper quality or quantity; 3) fail to provide the services in accordance with the timeframes, schedule or dates set forth in this Contract; 4) fail in the performance of any term or condition contained in this Contract, 5) knowingly or unknowingly accept payment from GDC of an amount in excess of what it is owed at the time of the payment under the terms of this Contract, GDC may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after ten (10) Calendar Days' written notice to the Contractor:
1. Withhold any monies then or next due to the Contractor;
 2. Obtain the services or their equivalent from a third party, pay the third party for same, and withhold the amount so paid to third party from any money then or thereafter due to the Contractor;
 3. Withhold monies in the amount of any damage caused by any deficiency or delay in the services;
 4. Terminate the Contract; or
 5. Any combination of the above.
- P. In addition to the consequences indicated above, if it is determined that Contractor knowingly submitted any false statement, invoice or other document to GDC, Contractor shall also be subject to the sanctions imposed by O.C.G.A. §16-10-20.
- Q. The Contractor agrees that it will not permit any of its employees or its Subcontractor's employees, which in this section includes temporary and contract employees, to perform the services under this Contract unless and until they pass a background check. Contractor shall conduct criminal background checks at its expense on all Contractor and subcontractor employees assigned to or proposed to be assigned to any aspect of the performance of this Contract, who have direct contact with offenders or who have access to PHI as defined by HIPAA, and those individuals designated as Key Staff. The Contractor shall apply the same disqualifications as the GDC would apply for its own non-POST certified staff. The Contractor shall conduct updated background checks on a bi-annual basis at its expense. Notwithstanding any language to the contrary, the Parties understand that the requirements set forth herein are minimum requirements, and Contractor may

establish additional criteria, as appropriate.

- R. The Contractor will not subcontract or permit anyone other than Contractor personnel to perform any of the material work, services, or other performance required of the Contractor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of GDC.
- S. Contractor is responsible to GDC for all work contemplated and required by this Contract, whether Contractor performs the work directly or through a Subcontractor. No subcontract will be approved which would relieve Contractor or its sureties of their responsibilities under this Contract. In addition, GDC reserves the right to terminate this Contract if Contractor fails to notify GDC in accordance with the terms of this paragraph.
- T. All contracts between the Contractor and Subcontractors must be in writing and must specify the activities and responsibilities delegated to the Subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the Subcontractor's performance is inadequate. GDC reserves the right to inspect all subcontract agreements at any time during the Contract period.
- U. All contracts entered into between Contractor and any Subcontractor related to this Contract must contain provisions which require Contractor to monitor the Subcontractor's performance on an ongoing basis and subject the Subcontractor to formal review according to a schedule established by GDC and consistent with industry standards or State laws and regulations. Contractor shall identify any deficiencies or areas for improvement related to any Subcontractor's performance related to this Contract, and upon request from GDC, provide evidence that corrective action has been taken to address the deficiency.
- V. For any subcontract, there must be a designated project manager who is a member of the Subcontractor's staff that is directly accessible by the State. This individual's name and contact information must be provided to the State when the subcontract is executed. The subcontract agreement must contain a provision which requires the Contractor and its Subcontractors to seek binding arbitration to resolve any dispute between those parties and to provide GDC with written notice of the dispute.
- W. Contractor shall give GDC immediate notice in writing by registered mail or certified mail of any action or suit filed by any Subcontractor and prompt notice of any Claim made against the Contractor by any Subcontractor or vendor that, in the opinion of Contractor, may result in litigation related in any way to this Contract.

XI. LICENSE, CERTIFICATE AND PERMIT REQUIREMENT

- A. Contractor shall have, obtain, and maintain in good standing any licenses, certificates and permits, whether State or federal, that are required prior to and during the performance of work under this Contract. Contractor agrees to provide GDC with certified copies of all licenses, certificates and permits that may be necessary, upon GDC's request. In particular, Contractor or its subcontractor(s) shall be responsible for obtaining and maintaining any licensure required by the Department of Community Health for the provision of surgical services as Augusta State Medical Prison, the ambulatory surgical unit at Coastal State Prison, and any other facility at which the Parties agree to add surgical services.
- B. The Contractor warrants that it is qualified to do business in the State of Georgia and is not prohibited by its articles of incorporation, bylaws, or other controlling documents relevant to Contractor's entity type, or any law of the State under which it is incorporated from performing the services under this Contract. The Contractor shall obtain and maintain in good standing any Georgia-licenses, certificates and permits, whether State or federal, that are required prior to and during the performance of work under this Contract. Loss of the licenses, certificates, permits, or Certificate of Authority for health maintenance organizations shall be cause for termination of the Contract. In the event the Certificate of Authority, or any other license or permit is canceled, revoked, suspended or expires during the term of this Contract, the Contractor shall inform the State immediately and cease all activities under this Contract, until further instruction from GDC. The Contractor agrees to provide GDC with certified copies of all licenses, certificates and permits necessary upon request.
- C. The Contractor warrants that there is no claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, or any order, decree or judgment of any court, governmental agency, or arbitration tribunal that is in progress, pending, or threatened against or relating to Contractor or the assets of Contractor that would individually or in the aggregate have a material adverse effect on Contractor's ability to perform the obligations contemplated by this Contract. Without limiting the generality of the representation of the immediately preceding sentence, Contractor is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing any such voluntary petition, and is not aware of any intention on the part of any other person, or entity, to file such an involuntary petition against it.

XII. RISK OF LOSS AND REPRESENTATIONS

- A. GDC takes no title to any of the Contractor's goods used in providing the services and/or Deliverables hereunder and the Contractor shall bear all risk of loss for any goods used in performing work pursuant to this Contract.
- B. The Parties agree that GDC may reasonably rely upon the representations and certifications made by the Contractor, including those made by the Contractor in Exhibit 1 and this Contract, without first making an independent investigation or verification.
- C. The Parties also agree that GDC may reasonably rely upon any audit report, summary, analysis, certification, review, or work product that the Contractor produces in accordance with its duties under this Contract, without first making an independent investigation or verification.
- D. The Contractor shall ensure that any Deliverables that contain information about individuals that is protected by confidentiality and privacy laws shall be prominently marked as "CONFIDENTIAL" and submitted to GDC in a manner that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make public such reports.
- E. All Deliverables are subject to approval from GDC. GDC will provide written notice of disapproval of a Deliverable to the Contractor within fourteen (14) Calendar Days of submission if it is disapproved. GDC may, at its sole discretion, elect to review a deliverable longer than fourteen (14) Calendar Days. The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements. Within fourteen (14) Calendar Days of receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the Deliverable. Within thirty (30) Calendar Days following resubmission of any disapproved Deliverable, GDC will give written notice to the Contractor of approval, Conditional approval or disapproval. In the event that GDC fails to respond to a Contractor's submission or resubmission within the applicable time period, the Contractor should notify GDC of the outstanding request. GDC's failure to respond within the applicable time period does not constitute approval of the submission.
- F. By submitting a Deliverable or report, the Contractor represents that to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the objectives stated

or referred to in the Contract.

- G. By approving a Deliverable or report, GDC represents only that it has reviewed the Deliverable or report and detected no errors or omissions of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding or denial of payment for the work completed. GDC's acceptance of a Deliverable or report does not discharge any of the Contractor's contractual obligations with respect to that Deliverable or report.

XIII. PROHIBITION OF GRATUITIES AND LOBBYIST DISCLOSURES

- A. The Contractor, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.
- B. The Contractor also states and warrants that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et seq. and all other applicable law, including but not limited to registering with the Georgia Government Transparency and Campaign Finance Commission. For the purposes of this Contract, vendor lobbyists are those who lobby State officials on behalf of businesses that seek a contract to sell goods or services to the State or oppose such contract.
- C. As required by applicable Federal law, Contractor states and warrants that no federal money has been used for any lobbying of State officials, as required under applicable federal law.

XIV. RECORDS REQUIREMENTS

- A. The Contractor agrees to maintain books, records, documents, invoices, and any other evidence pertaining to the costs and expenses of this Contract and/or any document that is a part of this Contract by reference or inclusion. This includes, but is not limited to, Contractor's balance sheets, income statements and invoices from Subcontractors, Contractor's affiliates or other vendors. The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles, and the costs properly applicable to the Contract shall be readily ascertainable therefrom. This includes, but is not limited to, payment (with respect to salary), overhead and Subcontractors.
- B. The Contractor shall preserve and make available all of its records pertaining to the performance under this Contract for a period of seven (7) years from the date of final payment under this Contract, and for

such period, if any, as is required by applicable statute or by any other section of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for period of seven (7) years from the date of termination or of any resulting final settlement. Records that relate to Appeals, litigation, or the settlements of Claims arising out of the performance of this Contract, or costs and expenses of any such agreements as to which exception has been taken by the Contractor or any of its duly Authorized Representatives, shall be retained by Contractor until such Appeals, litigation, Claims or exceptions have been disposed of.

- C. The State and federal standards for audits of GDC agents, contractors, and programs are applicable to this section and are incorporated by reference into this Contract as though fully set out herein.
- D. During the entire life of the Contract, the Contractor and all Subcontractors shall provide GDC with copies of its annual report and all disclosure or reporting statements or forms filed with the State of Georgia and/or the Securities and Exchange Commission (SEC) as soon as they are prepared in final form and are otherwise available for distribution or filing. In the event that the Contractor is not required to or does not prepare either an annual report or SEC disclosure or reporting statements or forms by virtue of being a subsidiary of another corporation, it shall fulfill the requirements of this section, with respect to all such documents for any parent corporation, which reflect, report or include any of its operations on any basis. In addition, upon the written request of the Program Manager, the Contractor and all Subcontractors shall furnish GDC with the most recent un-audited and audited copies of its current balance sheet within fourteen (14) Calendar Days of its receipt of such request.
- E. At its discretion, GDC may request a third party be engaged to prepare an Independent Service Auditor's Report. This report would meet the standards articulated by the American Institute of Certified Public Accountants. Contractor shall bear the cost of obtaining the report. In addition, Contractor shall provide the Auditor with complete access to the records described in this Section.
- F. Contractor shall forward all medical record requests it receives, except those needed by providers, facilities, or other specialists providing care under this contract, to the GDC at open.records@gdc.ga.gov, and the GDC shall determine what response, if any, is appropriate.
- G. The Contractor shall ensure that Medical Records are furnished at no cost to providers, facilities or other specialists to whom it refers offenders for care.

- H. The Contractor shall treat all individually identifiable health information, including PHI and PII, that is obtained or viewed by its employees, agents, or authorized Subcontractors in the performance of this Contract as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of its obligations. Employees or authorized Subcontractors of the Contractor who have a reasonable need to know such information for purposes of performing their duties under this Contract shall use personal or patient information, provided such employees and/or Subcontractors have first signed an appropriate non-disclosure agreement that has been approved and maintained by GDC. The Contractor shall remove any person from performance of services hereunder upon notice that GDC reasonably believes that such person has failed to comply with the confidentiality obligations of this Contract. In such cases, Contractor shall replace such removed personnel in accordance with the staffing requirements of this Contract. GDC, the State Attorney General, federal officials as authorized by federal law or regulations, or the Authorized Representatives of these parties shall have access to all confidential information in accordance with the requirements of State and federal laws and regulations.
- I. Contractor warrants to GDC that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HITECH Act, and all implementing regulations (together, the “HIPAA Privacy and Security Rules”). Upon the execution of this Contract and upon any material change in the HIPAA Privacy and Security Rules, Contractor must provide GDC with a written description of the policies and procedures used by it to achieve and maintain compliance with the HIPAA Privacy and Security Rules. These policies and procedures are subject to GDC approval.
- J. The Contractor also agrees to assist GDC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Attached hereto as Exhibit 5 is a Business Associate Agreement executed by Contractor. Contractor warrants that it will cooperate with GDC, including cooperation with GDC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA. Contractor further agrees to sign any other documents that may be required for compliance with the HIPAA Privacy and Security Rules and to abide by their terms and conditions. Contractor also agrees to abide by the terms and conditions of current GDC policies and procedures.

XV. GENERAL PROVISIONS

A. Duration of Contract

1. **CONTRACT TERM.** The Contract between the State Entity and the Contractor shall begin on July 1, 2024 and end on June 30, 2025 unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. §50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **CONTRACT RENEWAL.** The State Entity shall possess nine one (1) year options to renew as set forth below.
 - i. The renewal options for Years Two through Ten shall be exercisable through the mutual agreement of GDC and Contractor including but not limited to all financial terms and conditions.
 - ii. The Contractor is required to provide written notice to the State Entity no less than 364 calendar days prior to the contract end date if it elects to not renew the Contract. Failure to provide written notice will serve as agreement on behalf of the Contractor to renew for another term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **CONTRACT EXTENSIONS.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

B. Description of Services

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the terms of the Contract and Exhibit 2.
2. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide

services similar to the Services described in the Contract during the term of the Contract.

3. No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or use of Services.

C. Termination

1. Immediate Termination. Pursuant to O.C.G.A. §50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are not appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - b. The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - c. The Contractor fails to comply with confidentiality laws or provisions that materially adversely impact GDC; and/or
 - d. The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. Termination for Cause by the State Entity. The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:
 - a. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - b. The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - c. The Contractor fails to make substantial and timely progress toward performance of the Contract;

- d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - f. The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
 - g. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
3. Notice of Default. If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor identifying specific deficiencies and requesting that the breach or noncompliance be remedied within thirty (30) days of the State Entity's written notice to the Contractor or such longer time as deemed necessary in consideration of the nature of the deficiencies and in the discretion of the State. In the event the nature of the deficiency would not allow such cure period, the State Entity shall designate such time as reasonably necessary in consideration of the nature of the deficiencies. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may issue a Notice of Default and may:
- a. Immediately terminate the Contract without additional written notice; and/or
 - b. Procure substitute services from another source; and/or
 - c. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. Termination Upon Notice by the State Entity.
- a. Following thirty (30) days' written notice, the State Entity may terminate the Contract for cause in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.
 - b. Following ninety (90) days written notice, the State Entity may terminate the Contract for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor.
 - c. Following termination upon notice, the Contractor shall be

entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the State Entity up to and including the date of termination.

5. Termination Due to Change in Law. The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - a. The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
 - b. The State Entity's duties are substantially modified.
6. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:
 - a. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
 - b. Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
 - c. Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - d. Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the

- e. substitution of any replacement contractor(s); and
Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

D. Confidential Information

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - a. The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - b. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - c. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - d. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.
 - e. The private or confidential data shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
2. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

3. Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

E. Indemnification

1. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from any actions below caused by the Contractor:
 - a. Any breach of the Contract;
 - b. Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - c. Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
 - d. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
 - e. Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - f. The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - g. Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
 - h. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - i. Any infringement of any copyright, trademark, patent, trade

- dress, or other intellectual property right; or
 - j. Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
 - k. For the avoidance of doubt, nothing herein shall be construed to require Contractor to indemnify, defend, or hold harmless any party for acts or omissions not attributable to the Contractor or its employees, agents, or subcontractors.
- 2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (“the Fund”), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
- 3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
- 4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement.

5. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State. In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:
 - a. Procure for the State the right to continue using the Services;
 - b. Replace or modify the same so that it becomes non-infringing; or
 - c. Remove the same and cancel any future changes pertaining thereto.
 - d. Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:
 - i. Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;
 - ii. Use of the Services in combination with apparatus or devices not supplied by Contractor;
 - iii. Use of the Services in a manner for which the same was neither designed nor contemplated; or
 - iv. The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.
 6. Survives Termination. The indemnification obligation of the Contractor shall survive termination of the Contract.
- F. Insurance. Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in Section XIV.E. of the Contract throughout the duration of the Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

1. The Contractor is required to maintain the following insurance coverage's during the term of the Contract:
- a. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
 - b. Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
 - c. Automobile Liability
Combined Single Limit \$1,000,000
 - d. Professional Liability / Errors & Omissions
\$3,000,000
 - e. Fidelity Coverage
\$1,000,000
 - f. Umbrella Liability
\$3,000,000
 - g. Cyber Liability \$5,000,000

3. The Contractor shall add the “State of Georgia, its officers, employees and agents” as an additional insured under the commercial general, Automobile, Fidelity, Umbrella and Professional liability policies.
4. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
5. Within ten (10) business days of execution of the contract, the Contractor must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The Contractor’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

G. Bonds

1. Performance Bond. The Contractor shall be required to furnish a performance bond to the State Entity for the faithful performance on the contract in an amount no less than 20% of the annual total amount of the applicable Contract Year. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond must be submitted to the State Entity within ten (10) calendar days of the date the Contract is awarded, but in any event, prior to the beginning of any contract performance by the Contractor.

H. Warranties

1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and Exhibit 1, whether or not the Contract specifically denominates the Contractor’s and/or subcontractors’ promise as a warranty or whether the warranty is created only by the Contractor’s affirmation or promise, or is created by a description of the Services to be

provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti- Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander

against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the State Entity. Except as otherwise expressly authorized by the State Entity, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the State of Georgia.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor to positions requiring licensure shall have all professional licenses required to perform the Services. All persons assigned to perform services under this Contract who have not previously attended GDC orientation training shall complete forty (40) hours of pre-service orientation training on content designated by the GDC. Any Contractor staff that have completed this training within the 12 months prior to their start date of performing services under this Contract are not be required to complete this pre-service orientation training.
 11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
 12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.
- I. **Product Recall.** If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with

any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

J. Contract Administration

1. Order of Preference. In the case of any inconsistency or conflict among the specific provisions of this Contract, including any amendments accepted by both the State Entity and the Contractor and exhibits to the Contract, any inconsistency or conflict shall be resolved as follows:
 - a. First, by giving preference to the specific provisions of the Contract.
 - b. Second, by giving preference to the exhibits attached to the Contract in this specific order of precedence:
 Exhibit 1, Centurion Updated Proposal;
 Exhibit 2, Scope of Services
 Exhibit 3, Staffing Matrix;
 Exhibit 4, Performance Based Measures
 Exhibit 5, Business Associate's Agreement
2. Contractor's Forms. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

- K. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality,

and ethics. Further, the provisions of O.C.G.A. §45-10-20, *et seq.* have not and must not be violated under the terms of this Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

L. Sexual Harassment Prevention

1. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.
2. Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.
3. If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.
4. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- b. Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link
<https://www.youtube.com/embed/NjVtoDDnc2s?rel=0>
 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- d. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - i. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at
<http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - ii. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link
<https://www.youtube.com/embed/NjVtoDDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - iii. Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

M. Drug-Free Workplace. The Contractor hereby certifies as follows:

- 1. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract;

and

2. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. §50-24-1, *et seq.*, throughout the duration of this Contract; and
3. Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: “As part of the subcontracting agreement with (Contractor’s Name), (Subcontractor’s Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of O.C.G.A. §50-24-3.”
4. Contractor may be suspended, terminated, or debarred if it is determined that:
 - a. Contractor has made false certification here in above; or
 - b. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. §50-24-3(b).

N. Amendments. The Contract may be amended in writing from time to time by mutual consent of the Parties. If the Contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

O. Third-Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

P. Choice of Law and Forum

1. Choice of Law. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law.
2. Forum. In the event any proceeding of a quasi- judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in the Superior Court of Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

Q. Parties Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation

1. In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The Parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).
2. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. §50-18-70, *et seq.*
3. No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

R. Assignment and Delegation. The Contract may not be assigned,

transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

- S. Use of Third Parties. Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.
- T. Integration. The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
- U. Headings or Captions. The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- V. Not a Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
- W. Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for

carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

- X. Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
- Y. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- Z. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
1. At the time it is actually received; or,
 2. Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
 3. Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
 - a. If to the Contractor: Centurion of Georgia, LLC
ATTN: CEO
21251 Ridgetop Circle, Suite 150
Sterling, Virginia 20166
 - If to the Department: Georgia Department of Corrections
Purchasing Dept
300 Patrol Road / PO Box 1529
Forsyth, GA 31029
 - b. From time to time, the Parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- AA. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- BB. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- CC. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
- DD. Authorization. The persons signing this Contract represent and warrant to the other Parties that:
1. It has the right, power and authority to enter into and perform its obligations under the Contract; and
 2. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- EE. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.
- FF. Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records

to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities. Notwithstanding anything to the contrary, nothing herein shall be construed to require the Contractor to violate any applicable law or regulation.

- GG.** Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- HH.** Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. §50-18-70, *et seq.*, require procurement records and other records to be made public unless otherwise provided by law.
- II.** Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- JJ.** Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- KK.** Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or

as a business reference, without the expressed prior written consent of the State.

- LL.** Taxes. The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
- MM.** Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. §48- 8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.
- NN.** Force Majeure/Delay or Impossibility of Performance. Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God, such as but not limited to catastrophic weather events, pandemics, acts of war, etc. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- OO.** Limitation of Contractor's Liability to the State. Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract. No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by

any third party.

PP. Obligations Beyond Contract Terms. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

QQ. Counterparts. The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

RR. Further Assurances and Corrective Instruments. The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

SS. Transition Cooperation and Cooperation with Other Contractors

1. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform the Services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.
2. Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

TT. Meanings of Certain Terms. Where used herein, and unless the Contract otherwise clearly requires, the term “including” shall be interpreted in its most expansive sense and shall not operate as a limitation; the term “Contractor” shall include any parent or subsidiary corporation or firm of Contractor, the officers, directors, employees, contractors, agents and assigns of any of them.

UU. Equal Employment Opportunity. The Contractor agrees to comply with

Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, *et seq.*), which require that the Contractor not discriminate on the basis of race, creed, color, religion, national origin, sex, or age in the performance of this Contract. The Contractor further agrees to include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

VV. Compliance with Federal and State Work Authorization and Immigration Law. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10- 90, *et seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Contractor further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.

XX. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Contract.

YY. Severability. If any term or provision in this Contract shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Contract shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

ZZ. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

AAA. Remedies. No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

BBB. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one

agreement. No party shall be bound by this Contract until all parties have executed it.

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each to execute this Contract on the day and year first above written.

GEORGIA DEPARTMENT OF

CONTRACTOR CORRECTIONS



Jennifer Ammons
General Counsel
Date: 04/10/2024

DocuSigned by:



William Sullivan
Chief Executive Officer
Date: April 9, 2024

Exhibit 1 - Pricing Proposal

TOTAL - Breakdown of all per offender per month costs included in rate		July 2024 Price
In-prison care	Total in-prison care POPM rate	\$ 271.70
Out-of-prison care	Total out-of-prison care POPM rate	\$ 131.58
Administrative	Total administrative POPM rate	\$ 123.04
Overall	Total physical healthcare POPM rate	\$ 526.32
	Total annual cost of physical healthcare services for 38,000 offenders	\$ 240,000,000

Estimated number of offenders	38,000
Estimated number of offender months	456,000

Exhibit 1A Start up Costs not included in POPM rates:

	Total
IT Consulting/Rollout	\$ 1,768,000
Computers and Hardware (a)	2,852,150
Incremental Data Center Equip (b)	736,000
Early Start-up personnel costs and Travel	600,000
Total Start up budget not to exceed	<u>\$ 5,956,150</u>

(a) Computers and Hardware

Facility desktop computers – 910 @ \$2,100 incl shipping	\$ 1,911,000
Facility laptop charting computers – 200 @ \$1,375 incl shipping	275,000
Facility Network printers – 300 @ \$1,000	300,000
Monitors – 400 @ \$260	104,000
Regional office Computers - 90 @ \$2,100	189,000
Regional office network equipment, phones, routers, misc	<u>73,150</u>
	<u>\$ 2,852,150</u>

(b) Incremental Data Center Equipment

3 Servers @ \$96k incl shipping	\$ 288,000
Network Storage Appliance sized for 1,000 users	<u>448,000</u>
	<u>\$ 736,000</u>

Exhibit 18 POPM Table

Offender Population Range	In-Prison CLIN POPM*	Out-of-Prison (OOP) CLIN POPM	Administrative POPM	Total POPM
< 34,000	Parties to Negotiate			
34,000 - 34,999	\$319.07	\$131.58	\$106.39	\$557.04
35,000 - 35,999	\$286.92	\$131.58	\$130.33	\$548.83
36,000 - 36,999	\$281.57	\$131.58	\$127.93	\$541.08
37,000 - 37,999	\$276.50	\$131.58	\$125.67	\$533.74
38,000 - 38,999	\$271.70	\$131.58	\$123.04	\$526.32
39,000 - 39,999	\$268.82	\$131.58	\$122.53	\$522.93
40,000 - 40,999	\$266.09	\$131.58	\$122.05	\$519.72
41,000 - 41,999	\$263.49	\$131.58	\$121.59	\$516.66
42,000 - 42,999	\$261.02	\$131.58	\$121.15	\$513.75
> 42,999	Parties to Negotiate			

Risk Share Attachment Point
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58
\$131.58

ADP	1st Risk share Tier to GDC		
	% of Cost Coverage	Potential Total Dollars	POPM
34,000	100%	\$ 13,421,053	\$32.89
35,000	100%	\$ 13,815,789	\$32.89
36,000	100%	\$ 14,210,526	\$32.89
37,000	100%	\$ 14,605,263	\$32.89
38,000	100%	\$ 15,000,000	\$32.89
39,000	100%	\$ 15,394,737	\$32.89
40,000	100%	\$ 15,789,474	\$32.89
41,000	100%	\$ 16,184,211	\$32.89
42,000	100%	\$ 16,578,947	\$32.89

2nd Risk Share Tier to Centurion		
% of Cost Coverage	Potential Total Dollars	POPM
100%	\$ 13,421,053	\$32.89
100%	\$ 13,815,789	\$32.89
100%	\$ 14,210,526	\$32.89
100%	\$ 14,605,263	\$32.89
100%	\$ 15,000,000	\$32.89
100%	\$ 15,394,737	\$32.89
100%	\$ 15,789,474	\$32.89
100%	\$ 16,184,211	\$32.89
100%	\$ 16,578,947	\$32.89

Offender Population Range	Annual In-prison Compensation	Annual OOP Compensation	Annual Admin Compensation	Total Annual Compensation
34,000 - 34,999	\$130,178,874	\$53,684,211	\$43,408,732	\$227,271,817
35,000 - 35,999	\$120,508,392	\$55,263,158	\$54,737,224	\$230,508,774
36,000 - 36,999	\$121,637,328	\$56,842,105	\$55,266,297	\$233,745,731
37,000 - 37,999	\$122,766,264	\$58,421,053	\$55,795,371	\$236,982,688
38,000 - 38,999	\$123,895,200	\$60,000,000	\$56,104,800	\$240,000,000
39,000 - 39,999	\$125,809,850	\$61,578,947	\$57,343,757	\$244,732,554
40,000 - 40,999	\$127,724,500	\$63,157,895	\$58,582,714	\$249,465,109
41,000 - 41,999	\$129,639,151	\$64,736,842	\$59,821,671	\$254,197,663
42,000 - 42,999	\$131,553,801	\$66,315,789	\$61,060,627	\$258,930,218

Note: This is an illustrated example based on a population at the low end of each tier.

Exhibit 1C

Risk Share Table

Outside the wire risk share for first 12 months; July 1, 2024 - June 30, 2025

Expense	Centurion		GDC	
	% Cost Coverage	Potential \$ Total	% Cost Coverage	Potential \$ Total
≤ 60 M	0%	N/A	100%	N/A
> 60 M - 75M	0%	0	100%	15,000,000
> 75 M - 90M	100%	15,000,000	0%	0
>90M	50%/50% Share			
Totals		15,000,000		15,000,000

Note: This is an illistrated example based on a population of 38,000.

POPM	Centurion	GDC
	% Cost Coverage	Potential \$ Total
≤ 131.58	0%	100%
> 131.58 - 164.47	0%	100%
> 164.47 - 197.37	100%	0%
> 197.37	50%	50%

Exhibit 2

Centurion of Georgia, LLC Scope of Services for the Georgia Department of Corrections

As a component of the Scope of Services, all proposed services as outlined in this proposal will be delivered in conformance with ALL Departmental Standard Operating Procedures (SOP), the American Correctional Association (ACA), and the National Commission on Correctional Health Care (NCCHC) standards. Healthcare staff shall abide by applicable regulations and directives of the Georgia Department of Corrections (GDC).

All healthcare staff will be required to adhere to GDC policies, unless otherwise noted in a written directive, which may include email communications, from the State Health Services Director. The requirement for implementation of a policy change will be stated in the directive. All staff shall be aware that any and all directives from the State Health Services Director will supersede prior policies. There may be a directive from the GDC Legal Department where the supplier will be responsible to incorporate changes into their procedures

The CQI Manager will be provided with a license to PowerDMS to remain current on GDC's SOP's and ensure compliance across the healthcare operations.

Intake Process

The intake screening process is initiated as soon as the incarcerated individual is made accessible to health services staff. Health services staff will be available for all new receipts from county jails or probation and parole to ensure the healthcare reception and diagnostic process is initiated immediately upon receipt. The following activities will occur immediately upon receipt and be conducted by a licensed clinician:

1. Orientation of incarcerated individuals to healthcare services
2. Informed consent for services
3. Limits of confidentiality will be explained
4. Obtain consent for release of records from community providers
5. Verification of medication and obtain necessary bridge orders
6. Refer for necessary healthcare needs

Through the intake process, healthcare issues are identified and the treatment planning process is initiated, with the goal of providing patients with *the right care, at the right time, in the right setting*.

Healthcare staff will obtain an accurate health history and observe and identify signs and symptoms of active health conditions. Trained nursing staff complete all intake and transfer screenings. Nursing guidelines and protocols will guide nursing staff in completion of the intake screening, referral process for ongoing or additional care including dental and mental health as well as any emergent or urgent healthcare needs. Nurses will refer to higher level of care as clinically indicated. Nursing staff

will be familiar with GDC policy and procedure surrounding the diagnostic and reception process. Policies to be followed include:

- SOP 507.04.19, *Receiving Screen*
- SOP 507.04.19, *Program Services/Health Services – Physical Health*
- SOP 507.04.20 Orientation of Inmate Probationers for Access to Health Services
- SOP 507.04.21 Health Assessment and Medical Diagnostics

The six primary goals of the reception process include the following:

- Identifies urgent and emergent health needs of patients that require treatment
- Identifies known or easily identifiable health needs for treatment intervention
- Identifies, contains, and treats potentially contagious conditions
- Facilitate continuity in care without an unnecessary lapse
- Obtain a signed release of information to link with community providers and obtain community health records
- Provides patient education and orientation to access healthcare services

As part of the intake screening, the nurse will collect diagnostic specimens in accordance with GDC SOPs 507.04.19, *Receiving Screen*, and 507.04.19, *Program Services/Health Services – Physical Health*, to include HIV, HCV and Syphilis, TB Mantoux test or chest X-ray, and urine for drug and pregnancy screening as appropriate. Our staff will review the patient's immunization history and offer him or her vaccinations as clinically appropriate. Patients will receive appropriate diagnostic assessment based on age, gender, and conditions in accordance with correctional and community standards of care and recommendations of expert medical organizations.

When conducting the intake screening, healthcare staff will have access to an onsite or on-call medical and psychiatric provider. Providers will be available to triage patients, provide clinical direction, and give telephone orders for continuity of treatment. Upon completion of the receiving screening, staff will schedule the patient for appropriate follow-up care. The intake nurses will review any disabilities with which the patient presents or reports and determine if the patient would like to request an Americans with Disabilities Act (ADA) accommodation. Additionally, inquiries about the patient's community insurance coverage and consider eligibility for Medicaid coverage will be made as appropriate.

Upon completion of the initial health assessment, the provider will:

- Initiate a healthcare problem list
- Develop a patient specific treatment plan based on assessed level of care needs
- Assign a healthcare designation code
- Refer the patient for appropriate healthcare services

- Enroll patients who present with a chronic condition or special need in the chronic care program
- Review and provide patient education materials during the receiving screen and subsequent initial health assessment

As part of the intake and transfer screenings, the nurses will provide patients a site-specific orientation on how to access healthcare services. Staff will provide orientation materials to patients for future reference and assist patients who require support, such as those with special needs, when appropriate. Patients will receive educational materials on the following:

- Personal care and wellness
- Access to emergency and non-emergency care
- Smoking cessation
- Grievance process

During the initial health assessment or subsequent health appointments, providers will respond to any questions or concerns presented by the patient and assist them to navigate healthcare services as needed.

Healthcare staff will support continuity of care when a chronic care or special needs patient transfers between GDC facilities. Nursing and provider staff at the transferring facility will coordinate patient care with nursing and provider staff at the receiving facility ensuring the following:

- The patient's health record contains current information about the patient's level of disease control
- Any recent laboratory or diagnostic test results
- Current prescribed medications
- Treatment compliance
- Pending appointments or orders in order to support clinically appropriate ongoing care without delay or interruption.

This will be documented in the electronic health record and a transfer summary will be completed for any patient transferring to a non-GDC facility.

Healthcare staff will follow these GDC SOP's regarding transfer screening process:

- SOP 507.04.25 Health Screening Offender Transfers
- SOP 507.04.52 Patient Transport
- SOP 507.04.53 Transporting Inmates-Probationers with Infectious Disease

A transfer screening for each incarcerated individual will be provided upon departure from and arrival to a GDC facility. The transfer process will include a review of each patient's healthcare records upon arrival for medication, emergent or urgent medical, mental health, or dental needs, and any specialty

follow-up scheduled. The transfer screening will include, at a minimum, a medical record review and verbal inquiry into the patient's medical, dental or mental health issues and treatment as well as face-to-face patient observation for any medical or mental health signs or symptoms.

Routine Care

A full continuum of routine medical services will be provided and include the following at minimum:

- Preventive and primary care
- Nursing services including medication ordering and administration
- Sick call
- Emergent/urgent care
- Women's Health including pregnancy and postpartum care
- Infectious Disease care
- Ambulatory surgery and outpatient procedures
- Chronic care
- Long term care
- Hospice/palliative care
- Electronic medical record with timely documentation of healthcare services
- Optometry/optical care
- Specialty care (i.e. dialysis, physical and occupational therapy, hospitalization etc.)
- Intake and Transfer screening and referral including dental and mental health
- Health Assessments
- Medical Provider coverage and consultation 24/7
- Laboratory and radiology services
- Substance use screening, intoxication and withdrawal treatment and referral
- Infirmary care
- Specialty unit care
- Continuous Quality Improvement

Approach

Patients will receive healthcare that complies with NCCHC and ACA standards, MAG certification requirements as well as GDC policy and contract requirements.

Providing services in accordance with established standards of care ensures that patients have timely access to quality services that meet current industry and community standards for best practices, appropriate clinical guidelines of expert medical organizations, and federal, state, and local mandates. Centurion Manuals and Treatment Guidelines will also be utilized as a guide to care. Each employee will have access to these electronically. Centurion reviews and updates all guidelines and manuals annually or as needed and provides training to our staff on the changes.

The following GDC SOP's will be followed by healthcare staff, this is not an exhaustive list:

GDC SOP Standards for Healthcare Staff

Service Domain	Current GDC Policies
Continuous Quality Improvement	SOP 507.01.12- CONTINUOUS QUALITY IMPROVEMENT

GDC SOP Standards for Healthcare Staff

Service Domain	Current GDC Policies
Scope of treatment services	SOP 507.04.07 SCOPE OF TREATMENT SERVICES
Clinical diagnostic testing	SOP 507.04.08 CLINICAL DIAGNOSTIC TESTING
Consultations	SOP 507.04.10 CONSULTATIONS AND PROCEDURES
Telemedicine and technology	SOP 507.04.12 TELEMEDICINE (3/2005)
Substance use disorder treatment and care	SOP 507.04.24 CHEMICAL DEPENDENCY, INTOXICATION, AND WITHDRAWAL (10/2012)
Chronic care management	SOP 507.04.28 CHRONIC CARE PROCEDURES AND PROTOCOLS
Periodic physical examinations	SOP 507.04.36 PERIODIC PHYSICAL EXAMINATIONS
Infirmity care, observation, and accommodated living	SOP 507.04.42 INFIRMARY CARE (3/2005)
Disability and special needs care	SOP 507.04.59 ASSISTED MEDICAL BED SPACE
Palliative and hospice care	SOP 507.04.60 CARE FOR TERMINALLY ILL
	SOP 507.04.87 ADVANCED DIRECTIVES
	SOP 507.04.89 DO NOT RESUSCITATE (DNR) ORDERS
HIV testing and care	SOP 507.04.61 HIV ANTIBODY TESTING
Infectious diseases	SOP 507.04.70 INFECTION CONTROL PROGRAM
	SOP 507.04.73 ECTOPARASITE CONTROL
	SOP 507.04.74 EXPOSURE CONTROL PLAN- BLOODBORNE PATHOGENS
	SOP 507.04.75 HEPATITIS B VACCINATION, POST EXPOSURE EVALUATION AND FOLLOW-UP
	SOP 507.04.61 HIV ANTIBODY TESTING CONTACT TRACING TB 507.04.56 MANAGEMENT OF TB 507.04.54

Centurions' Specific Aspects of Healthcare Delivery Approach for the GDC

Health Assessments

GDC incarcerated individuals will receive health assessment requirements in accordance with the ACA, NCCHC, and GDC SOPs. Centurion's initial health assessment (IHA) will follow the intake screening within seven calendar days after admission. A Centurion trained and experienced nurse or provider will conduct an IHA on all new admissions at a GDC facility.

Upon completion of the IHA, the healthcare staff will initiate a healthcare problem list, develop a patient specific treatment plan, and refer the patient for further healthcare services as appropriate. The healthcare staff member will enroll patients who present with a chronic condition or special need in the chronic care program.

Periodic Health Assessments

GDC patients will receive an annual health screening by a qualified healthcare professional. GDC patients will receive periodic physical exams based on age and/or chronic condition.

- Patients age 50 or older and patients diagnosed with chronic conditions will receive an annual physical exam.
- Patients under age 50 with no underlying health conditions will receive biannual physical exams, unless determined otherwise by the provider.

Based on GDC SOP 507.04.36, *Periodic Physical Examinations*, the GDC synchronizes the annual or biannual health assessment with the patient's date of birth. When possible, patients' periodic health exam will be coordinated during routine contacts, such as chronic care or sick call clinics. For patients who do not routinely see health services, we will utilize GDC tracking logs to ensure timely provision of the annual health screening.

An abbreviated physical exam that is age and gender appropriate will be conducted during the periodic health assessment and will include a review of the following:



Periodic Health Assessment

- Interval health, mental health, and substance use history
- Patient's report of medical issues
- Vital signs
- Blood pressure
- Body Mass Index (BMI)
- Age-appropriate and gender-specific physical exam
- Preventative screenings
- Vaccinations
- Healthy life style counseling
- Diagnostic and laboratory testing based on age, gender, or medical condition

The periodic health assessment provides an opportunity to evaluate the patient's health status and, in collaboration with the patient, review current treatment goals, identify new treatment goals, and

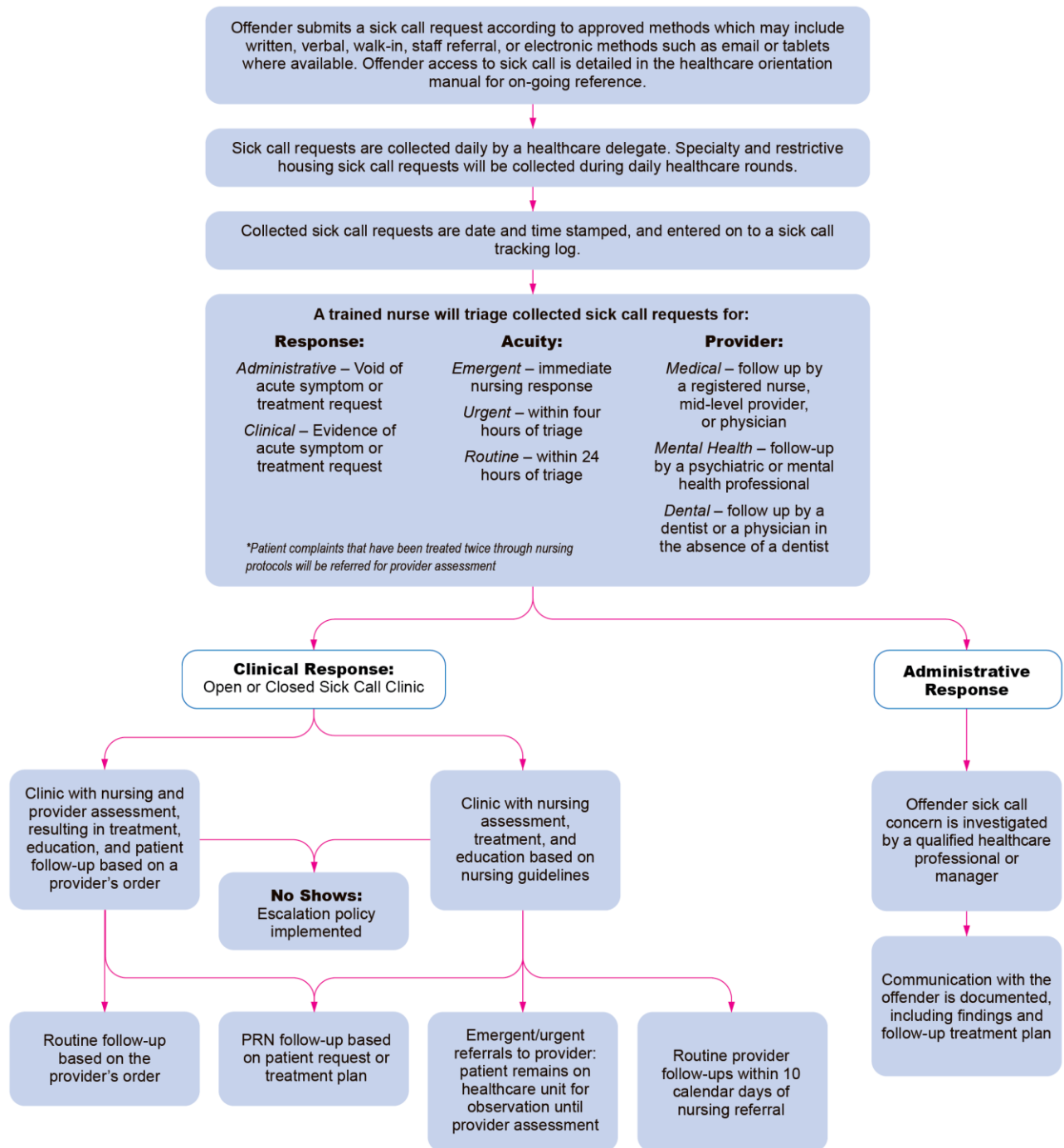
modify the individualized treatment plan. We will update the GDC health/activity profile, update the patient's individualized treatment plan and document the health assessment findings in the EHR.

Sick Call Services

Healthcare staff will collect and date/time stamp health services request forms (HSRF) seven days per week. Verbal sick call requests will be honored. In such cases, qualified healthcare staff will document the request on the HSRF, indicating the date and time of the communication with the patient. A trained nurse will triage HSRFs daily and respond to HSRFs based on acuity within 24 hours of receipt or sooner if clinically indicated. We will adhere to GDC facility schedules, security requirements, and GDC SOP 507.04.27, *Sick Call*, related to non-emergent healthcare operations. We refer patients to appropriately qualified healthcare professions if our assessment during a sick call encounter indicates the need for a higher level of assessment. We will ensure that a RN, mid-level provider, or physician complete all sick call encounters regardless of housing location, making every effort to provide services at the place of a patient's confinement if custody status precludes attendance at routine sick call clinics.

Below, we provide an overview of the Centurion sick call process:

Non-Emergent Sick Call



Medication Administration and Pill Call

Initial and annual medication administration training will be provided to all nursing and certified medication aide staff. Our training includes both keep-on-person and direct observation therapy administration methods. We provide staff with test-outs to ensure that transfer of knowledge has

taken place as well as supervisory oversight to ensure that staff can demonstrate proficiency in medication administration before working alone. Medication pass schedules will be maintained at each GDC facility in keeping with the operational requirements and needs of each site, as well as the clinical needs of GDC's patients. Centurion will also ensure a system of reviewing MARS ensuring medication passes are occurring as scheduled.

Medical Equipment and Supplies

A comprehensive medical equipment and supplies inventory process for each GDC facility will be initiated prior to contract inception, preferably in collaboration with the current healthcare vendor and the GDC. Our inventory process, particularly for equipment, will document not only the number and description of each type of equipment at each location, but its condition, expected life expectancy, and any current maintenance agreements already in place. We will share the results of our inventories with the Department and repeat this process on an annual basis. Based on the results of the inventory findings, we will identify needed medical equipment supplies and coordinate purchase with the Department.

Urgent/Emergent Care

Healthcare staff providing direct care to GDC incarcerated population will have current certification in cardiopulmonary resuscitation (CPR), training in the use and locations of automated external defibrillators (AEDs), and current certification in first aid. Emergency services will be available 24 hours a day to address unexpected or acute healthcare needs of incarcerated individuals, staff, or visitors requiring immediate intervention to evaluate, stabilize, and treat the injured or sick person, including any resident, staff, contract personnel, volunteer, subcontractor, or visitor while onsite at a GDC facility. Our healthcare staff will ensure an appropriate and fully stocked emergency response bag, availability of proper emergency equipment, and work cooperatively with security staff at all GDC facilities to ensure timely and appropriate emergency response.

Directors of nursing or other staff, as able, will be identified as certified CPR instructors to ensure all staff have ready access to this training. Regional directors of nursing will be certified Train the Trainers to ensure new instructors can be trained timely.

Our guidelines specify permitted use of approved over-the-counter medications and include standing orders, as appropriate, for emergency medications and/or treatments. physician-approved guidelines assist nursing staff in structuring the assessment and interventions in emergency medical situations. Additionally, a medical provider will provide on-call emergency consultation and coverage 24 hours a day, seven days a week, and 365 days a year.

Infirmiry Services

The primary goal of infirmaries and specialized medical units is to manage the acute, sub-acute, and/or post-acute phase of the patient's medical care with onsite medical, nursing, and nurse extender staff. The optimal use of these resources minimizes the use of offsite hospitalizations and specialty care. We will refer any patients that require care beyond the capability of the infirmiry for a higher level of care through licensed community hospitals or other healthcare facilities.

Centurion will use an *Infirmiry Housing Recommendations Manual* to guide services in each infirmiry. The infirmiry manual meets ACA and NCCHC standards. The manual defines the types of

service delivery based on the designated level of care, recommendations for physician and nursing monitoring and documentation, and forms for use in documenting the provision of care to patients housed in an infirmary or specialized medical housing unit. Centurion will collaborate with the Department to tailor infirmary operations to meet GDC expectations and policies, as necessary, and review the infirmary manual annually for needed updates.

In addition, Centurion will complete an assessment of each infirmary in an attempt to identify levels of care acceptable at each infirmary at this time. Within a year of go-live, Centurion will ensure each infirmary can meet the same treatment demands. In addition, we will establish a report to identify bed availability at each infirmary statewide identified as an Infirmary Bed Tracker. By developing this information, our Bed Managers will be able to rapidly assist with hospital discharges by knowing which facility has an infirmary bed available which can meet the patient's clinical needs.

A supervising registered nurse and physician will direct the services provided in the infirmary. Centurion healthcare providers will be available 24 hours a day, seven days a week, either in person or on call, for infirmary consultations. A provider will be available on site when needed to make assessments, write orders, or provide care. An onsite RN will supervise the infirmary 24 hours a day, seven days a week and ensure a sufficient number of healthcare personnel on duty to meet the clinical needs of patients each shift.

Within 24 hours of the patient's admission to the infirmary, a Centurion provider will complete a physical examination and evaluation of the patient, and nursing staff will complete a nursing care plan. The provider's admission note will include an admitting diagnosis and an Infirmary Care Status designation. Additionally, the provider will place medication, diet, and diagnostic orders, as well as any needed restrictions or monitoring requirements. Daily rounds, nursing and provider assessments, completion of a specialized treatment plan, and patient stabilization will determine ongoing patient placement and status. Healthcare staff and providers performing rounds or making patient contact will document the condition of each patient, update the plan of care, if appropriate, and document the patient's status in the EHR. With GDC's prior approval, when necessary, providers may conduct rounds telephonically or through use of telehealth, adhering to telephone order documentation protocols in the EHR.

Infirmary placement is fluid and based solely on a patient's acute healthcare needs. Infirmary discharge is only by a provider's order.

Continuous Quality Improvement (CQI)

The CQI program will be led by our Statewide CQI Director and four CQI Coordinators. The program will be customized and include a CQI manual, audit tools and healthy contract metrics which align with GDC goals. Our CQI team will establish and facilitate CQI meetings at each GDC facility, usually on a monthly basis, using a format for meeting minutes preferred by the Department.

Our CQI program will measure and support the full scope of healthcare services the **Plan Do Check Act** model will be used in the CQI program for changing processes and enhancing outcomes. Our CQI audits and activities will ensure compliance with the following:

- Treatment effectiveness
- Timeliness of care
- Appropriateness of clinical decision making
- Continuity of care from intake to discharge
- Patient inclusion in treatment planning and care decisions
- Corrective action planning
- Staff training and credentialing requirements
- Monitoring compliance with Accreditation process such as ACA

Process and outcomes studies will be conducted at each facility in compliance with GDC policies and NCCHC standards and ACA expected practices. We incorporate these studies into our facility-specific CQI calendars. The statewide CQI team, local facility administration, and the facility-based multidisciplinary CQI committee collaboratively inform the focus of these studies. We will customize process and outcome indicators, and their associated audit tools, to the specific needs of the GDC.

Telehealth Services

Telehealth allows us to leverage both primary and specialized medical resources beyond those available onsite in order to fill in or minimize any gaps in onsite provider coverage and minimize the need for offsite transports for specialty services.

The focus of our telehealth expansion efforts will be toward increasing the use of telehealth for general health follow-up appointments and consultations with specialists. Our telehealth plan for the GDC includes utilizing telehealth services in the housing and segregation units in order to assist the Department in limiting patient movement.

Specialty consultations currently provided via telehealth and which may be viable candidates for the GDC's consideration include the following:



Telehealth will be used to not only assist in making more specialty services available to patients where they are, rather than transporting to outside clinics. In addition to specialty care telehealth, telehealth will also be used to augment services during vacancies or planned time off. A dedicated Telehealth Manager will assist in ensuring all staff using telehealth are trained and familiar with the equipment. The Telehealth Manager will also assist in coordination of telehealth services in conjunction with the Telehealth Coordinators.

Healthcare Staff Competencies

Centurion is committed to employing highly credentialed, fully licensed staff, including nursing and provider staff, to provide care and treatment for patients in the custody of the GDC. We will require that our healthcare staff complete our credentialing process, demonstrating that they have Georgia-specific practice licenses in good standing to provide the services and responsibilities encompassed by their job descriptions and roles. Additionally, we will provide our healthcare staff with extensive initial and ongoing training and professional development opportunities which we detail further in our response to Attachment D.10, *Staffing*. We have developed comprehensive infrastructure, including policies, procedures, clinical guidelines, nursing guidelines, nursing assessment tools, training modules, competency assessments, and peer review to support our competency assessment of our healthcare staff.

Chronic Care Management

Chronic care and special needs services will follow ACA Standards 5-ACI-6A-18 *Chronic Care*, NCCHC Standard P-F-01, *Patients with Chronic Disease and Other Special Needs*, and NCCHC Standard Y-G-01, *Chronic Disease Services*.

Chronic Care Services

Chronic care services are provided consistent with current evidence-based treatment guidelines with emphasis on education, self-management skills and lifestyle changes to minimize the disease burden, medication burden, and service delivery burden.

Evidence-based proprietary *Disease Management* guidelines for chronic and/or infectious diseases, *Clinical Guidelines* for a range of diagnostic and treatment interventions, and *Prescribing Guidelines* for specialized medical conditions will be followed. Our nursing staff follow our proprietary nursing guidelines. Clinical and Prescribing Guidelines address screening, assessment, tests, special procedures, new symptoms, patient requests, and other aspects of ambulatory care. Our *Disease Management Guidelines*, consistent with national clinical practice guidelines, directly support chronic care services.

The diagram on the following page provides an overview of Centurion's disease management chronic care model to identify and manage chronic disease:

```

graph TD
    Referral[Referral for Chronic Care Clinic from:  
• Intake health screening  
• Initial health appraisal  
• Periodic medical assessment  
• Sick call encounter] --> Schedule[Schedule for initial Chronic Care Clinic visit]
    Schedule --> Eval[Perform initial Chronic Care evaluation  
May be completed during initial health appraisal]
    Eval --> Decision1((Is patient appropriate for Chronic Care Clinic?))
    Decision1 -- YES --> Assigned[Patient assigned to Chronic Care Clinic]
    Decision1 -- NO --> Routine[Patient followed through routine sick call process]
    Assigned --> Plan[Chronic Care plan developed:  
• Clinic(s) assigned  
• Acuity assigned  
• Plan of Care completed  
• Medications prescribed  
• Schedule for frequency of follow-up encounters, laboratory testing, etc.]
    Plan --> Log[Chronic Care Coordinator initiates tracking log to include:  
• Clinic(s) assigned  
• Schedules of follow-up encounters, laboratory testing, etc.]
    Log --> ScheduleEnc[Schedule Chronic Care Clinic encounter]
    ScheduleEnc --> Prep[Prior to scheduled visit:  
• Verify labs ordered available  
• Verify other testing results available  
• MAR available]
    Prep --> Decision2((Patient remains in institution))
    Decision2 -- YES --> Available((Patient available))
    Decision2 -- NO --> Transfer[Transferred to different institution  
Complete transfer summary, provide copies of medical record information; care continued at new institution  
Released from correctional system  
Cancel all pending labs, tests, and appointments]
    Available --> Encounter[Chronic Care Encounter with Patient  
• Vitals, lab tests, MAR, and diagnosis reviewed  
• ROS and assessment completed  
• Information reviewed with patient  
• Patient education and medication counseling provided  
• Chronic Care documentation form completed  
• Plan of Care and Acuity level updated  
• Follow-up ordered as clinically indicated]
    Encounter --> Maintained[Patient maintained in Chronic Care Clinic]
    Encounter --> Discharged[Patient discharged from Chronic Care Clinic]
    Maintained --> NextEnc[Scheduled for next Chronic Care Clinic encounter]
    Discharged --> Cancel[Outstanding follow-up appointments, laboratory testing and encounters canceled as ordered]
    NextEnc --> FollowUp[Chronic Care Coordinator Follow-Up  
• Note, implement and initiate referrals/orders from encounter  
• Update Chronic Care tracking log  
• Schedule follow-up based on Plan of Care]
    Cancel --> Routine2[Patient followed through sick call process]
  
```

Referral for Chronic Care Clinic from:

- Intake health screening
- Initial health appraisal
- Periodic medical assessment
- Sick call encounter

→

Schedule for initial Chronic Care Clinic visit

→

Perform initial Chronic Care evaluation
May be completed during initial health appraisal

→

Is patient appropriate for Chronic Care Clinic?

← YES →

← NO →

YES: Patient assigned to Chronic Care Clinic

NO: Patient followed through routine sick call process

↓

Chronic Care plan developed:

- Clinic(s) assigned
- Acuity assigned
- Plan of Care completed
- Medications prescribed
- Schedule for frequency of follow-up encounters, laboratory testing, etc.

→

Chronic Care Coordinator initiates tracking log to include:

- Clinic(s) assigned
- Schedules of follow-up encounters, laboratory testing, etc.

→

Schedule Chronic Care Clinic encounter

↓

Prior to scheduled visit:

- Verify labs ordered available
- Verify other testing results available
- MAR available

→

Patient remains in institution

← YES →

← NO →

YES: Patient available

NO: Transferred to different institution
Complete transfer summary, provide copies of medical record information; care continued at new institution
Released from correctional system
Cancel all pending labs, tests, and appointments

↓

Chronic Care Encounter with Patient

- Vitals, lab tests, MAR, and diagnosis reviewed
- ROS and assessment completed
- Information reviewed with patient
- Patient education and medication counseling provided
- Chronic Care documentation form completed
- Plan of Care and Acuity level updated
- Follow-up ordered as clinically indicated

→

Patient maintained in Chronic Care Clinic

→

Scheduled for next Chronic Care Clinic encounter

→

Patient discharged from Chronic Care Clinic

→

Outstanding follow-up appointments, laboratory testing and encounters canceled as ordered

↓

Chronic Care Coordinator Follow-Up

- Note, implement and initiate referrals/orders from encounter
- Update Chronic Care tracking log
- Schedule follow-up based on Plan of Care

↓

Patient followed through sick call process

Approach to Chronic Care Services

Special needs patients may fall under multiple categories of health conditions organized into the following chronic illness categories designated in the GDC SOP Chronic Care Procedures and Protocols:

- Cardiac/Vascular
- Diabetes
- Dyslipidemia
- Infectious Disease
- Neurology including seizures
- Pulmonary/Respiratory
- Gynecologic
- General Medicine to include Autoimmune, Gastrointestinal, Degenerative, and other chronic medical conditions requiring medical monitoring such as renal, conditions requiring dialysis, oncology, and others

Chronic care clinics will be conducted at each facility as determined by the needs of the facility population and in accordance applicable GDC SOPs to include 507.04.07, *Scope of Treatment Services*, 507.04.28, *Chronic Care Procedures and Protocols*, and 507.04.61, *HIV Antibody Testing*, among others. Healthcare staff screen for the presence of chronic illnesses during the diagnostic intake process and initial physical exam with the initial chronic care visit, including chronic care evaluation and establishment of the treatment plan, completed within 90 days of arrival.

Chronic Care Conditions Follow up Requirements

Level of Control	Frequency of Follow up	
Poor Control	Follow up every 4-6 weeks	
Fair Control	Follow up every 60 days	
Good Control	Follow up every 90, days, up to 180 days if clinical rational supports	This depends on diagnosis and type of condition

Chronic care patients will be identified during the intake health screening process or at other times during incarceration. Healthcare providers, in collaboration with the patient and often multidisciplinary staff, will develop the patient's individualized treatment plan tailored to the patient's treatment needs, and consistent with established clinical guidelines and algorithms. Development of the individualized treatment plan will integrate findings from the patient assessment and physical exam, review of current diagnostic testing, evaluation of response to previous and current treatment including compliance, and collaboration with other treatment team members. Our providers utilize disease-specific indicators and objective measures to determine the level of control to establish treatment goals and guide the type and frequency of interventions. The provider will update the patient's chronic care or special needs treatment plan at each follow-up contact, incorporating principles of case and disease management for complex cases to promote maximum progress and healing. Chronic and special needs conditions will be listed on the patient's master problem list.

At the time of each scheduled chronic care clinic visit, the provider will perform the following:

- Focused physical examination
- Review pertinent blood work and diagnostic testing results
- Evaluate the patient's medication regimen for continuation or modification
- Conduct an assessment
- Provide patient education

The provider will document the encounter and findings in the patient's medical record.

Monitoring Chronic Care Patients through Treatment Plans and Multidisciplinary Treatment Teams

Staff will collaborate in multidisciplinary treatment teams to develop and implement complex patients' plans of care. Plans will involve medical, psychiatric, mental health, and allied health services staff such as physical therapy, as clinically indicated to promote optimal outcomes. We will include correctional staff in treatment planning because treatment plans benefit from the valuable input of correctional staff working with chronic care patients. Multidisciplinary collaboration supports the treatment team's ability to address treatment-relevant issues such as housing needs, supervision, treatment compliance, and patient behaviors or symptom presentations.

Treatment plans contain the following:

- Individualized disease management and treatment goals
- Clinically appropriate therapeutic regimen(s)
- Frequency of follow-up for medical evaluation
- Patient health education and self-management strategies
- Clinically indicated adjustments in treatment modalities
- Types and frequencies of diagnostic or laboratory testing and therapeutic regimens or interventions
- As indicated, instructions for diet, exercise, and medication
- Adaptations to the correctional environment and/or special accommodations when applicable

Specialty Care

We will ensure GDC patients have access to specialty care for the following services:

Centurion Onsite or Community-Based Specialty Services

- 
- Ambulatory Surgery
 - Audiology
 - Cardiology
 - Dermatology
 - Dialysis
 - Ear, Nose, and Throat
 - Endocrinology
 - Gastroenterology
 - General Surgery
 - Hematology
 - Infectious Disease / HIV Care
 - Internal Medicine
 - Respiratory Therapy
 - Mammography
 - Neurology
 - Nephrology
 - OB/GYN
 - Oncology
 - Ophthalmology
 - Oral Surgery
 - Orthopedics
 - Outpatient Procedures
 - Physical Therapy
 - Podiatry
 - Psychiatry
 - Pulmonology
 - Radiology
 - Sleep Studies
 - Speech Therapy
 - Urology
 - Wound Management (through MyWoundDr)

Audiology Services – Audicus, Inc.

Centurion will partner with Audicus for audiology and hearing aids. The company includes a head audiologist, audiology technicians, and support staff who work collaboratively with corporate and individual clients to offer access to audiology services on-site and hearing aids. Patients will receive a web-based assessment by staff who have been trained to administer.

Optometry Services – Institutional Eye Care

Institutional Eye Care (IEC) for onsite optometry services. Using IEC, Centurion has eliminated thousands of offsite transports. IEC utilizes the fully portable *iVue* OCT laser imaging system, *Pictor* Digital Camera, *Avia* Tonometer and the *Oculus* portable Visual Field unit to provide onsite diagnosis and treatment of uncomplicated glaucoma.

Laboratory Services – BioReference Laboratories

BioReference provides testing and related services to correctional institutions.

Ambulatory Surgery and Outpatient Procedures

Centurion is aware that the GDC has two operating rooms, one at Augusta State Medical Prison (ASMP) to provide ambulatory and outpatient procedures, as well as ambulatory surgery at a modular surgery unit at Coastal State Prison. We will contract with U.S. Medical Group (USMG) to provide onsite surgery services and outpatient procedures at Coastal. We plan to restart services at ASMP using USMG as a subcontractor and will begin these services as soon as the physical plant and necessary equipment is in place.

Dialysis Services – CharDonnay Dialysis, Inc.

CharDonnay can provide the full complement of dialysis services, including staff, equipment, education, consulting, and quality improvement initiatives to meet customer needs. CharDonnay is the industry's leading and premier onsite dialysis provider for correctional facilities across the country. CharDonnay's policies and procedures comply with the guidelines, recommendations and regulations established by the regulatory bodies that govern end-stage renal disease and its care.

Imaging Services – Global Diagnostic Services, Inc.

Global Diagnostic Services (GDS) is a nationwide mobile onsite diagnostic testing, medical staffing, X-Rays and X-Ray Interpretations. GDS offers the following ultrasound capabilities:

- Upper Abdomen (liver, gallbladder, pancreas, and spleen)
- Renal (kidney and bladder)
- Abdominal, Aortic, and Iliac Arteries
- OB (first, second, and third trimester and complete fetal anatomical survey)
- Carotid Duplex
- Venous/Arterial Doppler (upper/lower extremities)
- Renal Doppler
- Soft Tissue
- Prostate
- Thyroid
- Breast
- Scrotum

GDS can provide services on scheduled weekly, biweekly or monthly basis as well as in cases of emergencies. A technician will obtain the ultrasound or x-ray and transmits images to a Board-Certified Radiologist for interpretation. GDS faxes final reports back to the site within 48 hours and reports are also available via the web. GDS brings any significant abnormalities to the attention of on-site medical staff immediately. GDS is an MBE provider headquartered in Conyers, Georgia.

Women's Health Services

To oversee the provision of female specialty care, Centurion retains OB/GYN trained healthcare practitioners, either OB/GYN specialists or family practitioners with OB/GYN experience at facilities housing female residents. This supports delivery of prenatal services to pregnant women. In addition, we engage providers specialized in women's health to deliver services for incarcerated female patients.

Preventive Care and Screening for Malignancies

Centurion provides regular female health maintenance and screening services as recommended by the *Centers for Disease Control and Prevention*, *United States Preventive Services Task Force* and the *American Cancer Society*.

Providing Evidence-Based Pregnancy Care

All confirmed pregnant females receive routine or high-risk pregnancy management. We understand

that the GDC houses pregnant patients at the Helms facility for treatment. Our patients enrolled in our pregnancy clinics receive monitoring by the Centurion onsite provider as well as the obstetrical specialty care provider according to *American College of Obstetricians and Gynecologists* clinical practice guidelines. these patients will receive access to obstetrics and gynecological care accordingly.

Prenatal care services follow community standards of care and provide for completion of appropriate laboratory and diagnostic testing, including ultrasounds and sonograms, and treatment as ordered by the obstetrician.

Specialty Care Distinctiveness in Line with GDC's Goals

Clinical guidelines for specialty care services will serve as a reference to ensure compliance with required standards and the delivery of evidence-based practice. Routine reviews of policies, procedures, and GDC SOPs for medical services will support the Department's goal to *maximize in-person care while delivering high quality healthcare services at predictable and sustainable costs*. GDC SOP's will be followed and are listed below:

Service domain	Current GDC Policies (not exhaustive list)
Scope of treatment services	SOP 507.04.07 SCOPE OF TREATMENT SERVICES
Optical services and regular check- ups	SOP 507.04.22 OPTICAL SERVICES
Women's health services	SOP 507.04.69 WOMEN'S HEALTH SERVICES
IV Therapy	SOP 507.04.47 INTRAVENOUS THERAPY
Radiology services	SOP 507.04.80 RADIOLOGY SERVICES
Laboratory services	SOP 507.04.81 SCOPE OF LABORATORY SERVICES SOP 507.04.82 WAIVERED LABORATORIES- PROVIDER PERFORMED MICROSCOPY SOP 507.04.83 LABORATORY SAFETY

Palliative Care Services

The hospice and palliative care program comply with the National Hospice and Palliative Care Organization's *Standards of Practice for Hospice Programs* and *Quality Guidelines for Hospice and End-of-Life Care in Correctional Settings*. Additionally, we incorporate guidelines from the National Consensus Project's *Clinical Practice Guidelines for Quality Palliative Care*. Our end-of-life and palliative care program meets relevant state regulations and standards of ACA, NCCHC, and the National Institute of Corrections.

We will conform our end-of-life policies to GDC SOPs, requirements, and Georgia State Law. Centurion will contract with a Hospice organization for service provision on site at ASMP as well as to attend to patient's who may be end of life in a hospital. We will prioritize identifying patients who may be eligible for conditional medical releases (CMR) to assist the Department in determining the

patient's eligibility for medical based parole. Our Reentry Case Managers will ensure appropriate services and housing is available for the patients as part of the CMR process.

Palliative Programming Approach and Plan

Palliative care program will include the following:

- Medically directed care
- Durable medical equipment
- Interdisciplinary plan of care development
- Family involvement
- Training and use of incarcerated volunteers
- Treatment of pain and non-pain symptoms
- Patient education
- Counseling
- Alternative housing
- End-of-life decision making and services
- Program certification based on established hospice correctional guidelines
- Provisions of patient advance directives in accordance with state statutes and GDC policy
- Patient mental status, particularly as it impacts healthcare decision-making abilities

A team approach will be used to provide end-of-life and palliative care services. Our healthcare staff will work with security and administrative staff as well as spiritual professionals to meet the medical, psychological, and spiritual needs of patients. The regional medical director will work in collaboration with the treatment team to provide guidance and medical supervision of the care delivered consistent with program objectives. End-of-life issues may differ for male and female patients. Patient's treatment plan will be individualized to meet patient-specific needs.

Patient Education for Palliative Care

GDC patients will have access to general information about the palliative care program and relevant GDC policies. Patients with chronic and progressive diseases will receive specific information on palliative care, hospice care, and advance directives as a part of their care plans. Staff will educate palliative care patients about their illness, treatment options, expected longevity, and end-of-life issues they may need to consider. A difficult but important training involves the use of *Advance Directives* and *Do Not Resuscitate (DNR)* orders.

Advance Directives for Palliative Care

GDC SOPs and approved processes including GDC SOP 507.04.87, *Advanced Directives*, which allows for living wills, healthcare proxy, and Do-Not-Resuscitate (DNR) orders as advanced directive documents will be followed. As part of our palliative care services, we recommend an advanced directive process that includes guidance to the patient on making decisions regarding specific interventions, including:

- Cardiopulmonary Resuscitation
- Intubation
- Artificially Administered Nutrition
- DNR Orders

It is Centurion's position that a patient's advance directive will not apply in the event of a life-threatening condition brought about by a suicide attempt, hunger strike, or other self-injurious behavior. In these cases, healthcare staff provide emergency medical interventions. We will

communicate with security, facility leadership, and the GDC regarding advanced directives and patient status.

Multidisciplinary Treatment Team Meetings

Centurion staff prioritize multidisciplinary team meetings that include all members of the treatment team to ensure collaboration and effective integration of services. Centurion will facilitate regular treatment team meetings to coordinate and collaborate on individualized patient care needs and ensure integration of palliative care into the patient's overall care plan.

Long-Term Care Services and Support

For GDC patients placed on palliative care or hospice, we will ensure access to long-term care programming appropriate for the individual patient. Long-term care services provide care for a broad range of health conditions and require a multidisciplinary individualized treatment plan. We routinely perform patient assessments and screening for the following:

- Ability to perform activities of daily living
- Need for adaptive equipment
- Gait, balance, maneuverability, ability to transfer, and fall risk
- Vision and hearing impairments
- Dementia and depression
- Altered nutritional status and/or weight loss
- Targeted physical examination for orthostatic hypotension, pressure sores, malnutrition, and physical abuse
- Useful laboratory studies which include complete blood count, chemistry profile, thyroid stimulating hormone, and vitamin B12 levels
- Need for hospice care

Centurion's long-term care services utilize guidelines based upon the **American Geriatrics Society's** publications to include the following:

- Geriatrics Review Syllabus (Ninth Edition)
- American Geriatric Society Updated Beers Criteria for Potentially Inappropriate Medication Use in Older Adults
- Guiding Principles for the Care of Older Adults with Multi-Morbidity: A Stepwise Approach for Clinicians
- Updated American Geriatric Society/British Geriatric Society Clinical Practice Guideline for Prevention of Falls in Older Persons and Recommendations
- Quality Improvement in Neurology: Dementia Management Quality Measures

Chronic Care Management

Infectious Disease

Our comprehensive infection prevention and control program, aligned with NCCHC and ACA standards, includes detailed policies and procedures, clinical guidelines, and the involvement of experts in infectious disease management.

Centurion's proprietary infection prevention and control model policies and procedures include identifying, treating, managing, and reporting on infectious or communicable diseases such as influenza, Hepatitis, HIV, tuberculosis, and other infectious reportable diseases listed by the Georgia Department of Public Health (DPH) and Centers for Disease Control and Prevention (CDC). Centurion's infection prevention and control program will comply fully with recommendations from the CDC, Infectious Disease Society of America (IDSA), Georgia DPH guidelines and community standards of care, and GDC SOPs.

Infectious Disease Control and Management

The infection control program emphasizes infection control management, both at an individual patient level and at an institutional level. We will work closely with patients to ensure they understand the nature of their illness and their role in preventing the spread of diseases. We strive to prevent infectious diseases where we can and control them through focused, consistent, evidence-based disease management efforts.

A designated infection control coordinator at each GDC site will oversee all issues related to infection control. They will ensure that the facility understands and observes proper infection prevention and control. Each site regional medical director, associate regional medical director, and/or director of nursing will share responsibility for implementation of the facility's infection control plan and oversight of the program.

Compliance with screenings and vaccinations will be monitored, with our immunization program based on recommendations of the CDC Advisory Committee on Immunization Practices (ACIP). Our staff will generate and maintain the required infectious disease related reports or statistics.

We include vaccinations as a proactive, preventive measure and component of our infectious disease control program. We will meet GDC requirements for staff vaccinations and TB testing as well as provision of patient vaccinations consistent with GDC, CDC, or other expert medical organization guidelines. We will work closely with the pharmacy vendor to ensure adequate availability of vaccination supplies. Healthcare staff document immunizations as part of routine chronic care visits or routine health assessments.

The infection control coordinator and designated facility healthcare staff will monitor trends in communicable disease to decrease the incidence of outbreaks among incarcerated individuals.

Notable prevention and infection control measures for incarcerated individuals will include:

- TB screening and testing for all incarcerated individuals and correctional officers as required by GDC SOP
- Hepatitis A, B, and C screening, testing and treatment for all incarcerated individuals as indicated
- Testing to include opt-out testing for HIV/AIDS and HCV
- Monitoring for acute or chronic skin infections and open wounds
- Monitoring for gastrointestinal or respiratory infection
- Screening for symptoms of sexually transmitted diseases and treatment as indicated

- Screening and monitoring for communicable diseases
- Screening for immunization history and vaccinations as indicated
- Education and training in infection prevention and control for all staff and patients
- Monitoring local, state, and national infection prevention and control concerns

Centurion's infection prevention and control program will adhere infection diseases requirements, including GDC SOP 507.04.70, *Infection Control Program*. Our infectious disease prevention and control program will include the following, at minimum:

- Procedures for screening for infectious diseases during the initial health screening and assessment
- An exposure control plan for communicable and infectious diseases
- Oversight and management of infectious diseases including HIV/AIDS and Hepatitis C
- Provisions for reporting infectious diseases in accordance with local, state and federal requirements
- Standard precautions that include universal precautions to minimize the risk of exposure to infectious diseases and blood and bodily fluids, including use and maintenance of personal protective equipment (PPE)
- Medical isolation capacity, including negative air pressure cells or plans in event of negative pressure rooms not being available
- Procedures for ectoparasites (lice and scabies)
- Processes for treating infectious diseases

Through our continuous quality improvement program (CQI), we will routinely hold infection control multidisciplinary committee meetings. We will discuss areas of concern, changes needed to the infection prevention and control program and policies, and provide oversight of program implementation at each GDC facility.

Distinctiveness

End-to-End Services. Centurion views the treatment of infectious disease as a matter of public health and provides services in accordance with established standards of care that ensures GDC patients have equitable access to treatment consistent with community standards. Our infectious disease prevention and control program includes training, education, surveillance, preventive techniques, treatment, and reporting of infections and diseases in accordance with federal, state, and local laws. GDC patients will receive end-to-end services to include screening, diagnosis, treatment, and continuity of care upon release for the treatment of infectious diseases.

Our staff will monitor GDC patients with infectious diseases, such as HCV and HIV, through chronic care clinics.

We base our *Chronic Hepatitis C Disease Management Guideline* for assessing and treating chronic

HCV with direct-acting antiviral (DAA) medications on recommendations from the American Association for the Study of Liver Diseases and Infectious Diseases Society of America guidelines. The GDC SOP pertaining to treatment of HCV will be followed.

Outbreak Response and Prevention. Centurion's Pandemic Preparedness and Emergency Plan serves as a foundation for a pandemic response. It includes components such as coordination with facility and community resources, par levels of supplies, procurement and training in use of personal protective equipment, education for staff and incarcerated individuals, prevention activities, sanitation campaigns, disease surveillance, quarantine and isolation protocols, therapy and treatment guidelines, follow-up mechanisms, statistical and data reporting and notifications. The Warden of the facility will be kept informed of all aspects of response.

Our pandemic response plan incorporates current disaster preparedness plans already in place by our client-partner at each facility and details additional measures needed for a pandemic response. Centurion will collaborate and cooperate with the GDC, state, local and federal entities, to include local law enforcement, Georgia DPH, Office of Homeland Security, and the CDC in providing a safe and effective pandemic response.

Emergency Care

Our qualifications include the use of a collaborative facility-based emergency plan for all facilities where we provide services. Emergency care protocols include establishment of emergency care policies, annual staff trainings on facility-specific emergency procedures, and man-down and mass-disaster drills in collaborative partnership with custody staff and any other healthcare vendors.

The policies reflect community standards of care, including ACA Standards under Section 3.B. - *Safety and Emergency Procedures*, NCCHC Standard P-D-07, *Emergency Services and Response Plan*, as well as Prison Rape Elimination Act (PREA) standards. emergency services will comply GDC SOP 507.04.37 *Urgent-Emergent Care Services. Each facility will also have an Emergency Response plan.*

We provide extensive initial and ongoing staff and provider training, including recognizing emergency signs and symptoms and required actions, basic first aid administration, obtaining assistance, suicide intervention, and signs and symptoms of mental illness, violent behavior, and acute chemical intoxication and withdrawal. We also provide training to security officers on managing medical emergencies and work with facilities to participate in joint training of medical and security staff in responding to emergency medical needs. We collaborate with security personnel to facilitate man-down and mass disaster drills at all facilities and utilize a debriefing of the critical incident emergency drill to ensure that we followed emergency protocols and staff met the expectations of their roles during the drill.

This includes establishing agreements and protocols with emergency rooms and hospitals as well as emergent transportation on managing the needs of patients transferred for emergency services and ensuring that patients receive medically necessary services while hospitalized and after returning to the facility. We also collaborate with our agency partners to routinely review and refine emergency

protocols and use incident logs, continuous quality improvement audits, and other activities to make sure that we are providing best-in-class emergency care at all times.

Emergency services are available 24 hours a day, seven days a week to address unexpected or acute medical, dental, and mental health needs of incarcerated individuals, staff, or visitors requiring immediate intervention at locations which are staffed 24 hours per day. The goal of emergency services is to stabilize the patient and, if needed, transfer the patient to the closest emergency room or facility for further intervention.

Our medical providers and healthcare staff will be responsible for providing emergency services. Healthcare staff will have current certification appropriate to their position and medical skillsets in cardiopulmonary resuscitation (CPR basic or advanced) and first aid, training on management of emergencies and in the use and locations of automated external defibrillators (AEDs) and emergency response bags. A medical provider will be available onsite or on-call at all times to provide, oversee, or consult on emergencies. *Guidelines for Potentially Urgent/Emergent Healthcare Problems* address nursing interventions for the following medical conditions:

- Abdominal pain
- Allergic reaction (emergent) or anaphylaxis
- Chest pain
- Head injury
- Heat-related illness
- Hypoglycemia
- Intoxication and withdrawal
- Overdose (suspected/self-reported/known)
- Post-exposure prophylaxis
- Respiratory distress
- Seizure/static epilepticus
- Suspected Overdose
- Trauma

Medical Emergencies

When a facility has a medical emergency involving a GDC incarcerated individual, medical staff will immediately respond to the location of the emergency with emergency response equipment within four to six minutes. Staff will provide first aid and, whenever possible, move the patient to the healthcare unit for further examination and care. If the patient's condition is life threatening, medical staff will perform life-support measures such as hanging response, CPR, or bleeding control onsite as long as the scene is safe and stated as safe by accompanying security response. Our healthcare staff will collaborate with security staff for additional assistance or equipment needed to perform these actions and to activate a call for emergency medical services (EMS, 911). Emergency care services will include treatment necessary to protect life or limb, to relieve undue suffering, and/or to stabilize the condition.

Medical staff will begin by performing and documenting a primary, secondary, head-to-toe examination, and pain history as indicated in emergency encounters. If a medical doctor is not on site, we expect onsite healthcare staff to contact the on-call provider as soon as practical. Centurion will ensure on-call access to our regional management team and designated facility-based nurses, medical, dental and psychiatric providers, and health service administrators 24 hours a day, seven days a week. When the on-call provider is contacted they are to respond within 15 minutes. In the unlikely event that this does not occur, the nursing staff will escalate the call to the back-up on-call

provider, often the regional medical director or another facility's designated medical director/physician.

If healthcare staff are involved in responding to the emergency, they will provide the on-call provider with a report that will include the patient's current problem and condition, current medications, and recent history. When practical, onsite healthcare staff will review the patient's medical record prior to contacting the on-call physician. Healthcare staff will obtain, initiate, and document medical orders obtained to manage the emergency acute problem consistent with established procedures and nursing guidelines. If relevant, the medical order will indicate the required mode of transportation. In such cases, we will work with GDC officers to activate a call for emergency medical services (EMS, 911). Centurion does not require prior physician authorization for emergency department send-outs when the patient's condition is life threatening or otherwise critical.

Healthcare staff will complete an emergency transfer form that will provide the receiving facility patient demographics, pertinent past and current medical history, the nature and extent of the presenting complaint and treatment provided at the site. Healthcare staff will copy and seal the patient's necessary healthcare information in an envelope for confidentiality, and send it with the patient via the transporting officers and/or EMS as indicated or required. Our nurse will also contact the emergency room to give a report on the patient's status, which the nurse will document in the patient's health record and the *emergency room log*.

Healthcare staff will see patients returning from an emergency room upon return to the facility. An onsite provider, or nursing staff in telephone consultation with the on-call provider, will review the paperwork returned with the patient to obtain follow-up orders. When available, it is preferred that the patient returning from the outside hospital remain in the infirmary on observation status until seen by the provider. Our onsite healthcare staff and providers will document in the patient's EHR justifications for any needed modifications in the hospital discharge recommendations.

Centurion will maintain a comprehensive log of all ER send outs to establish certain statistics of the send outs which will aid in continuously improving ensuring the right care is being provided in the right place. Centurion also benchmarks the data to other programs which is used for ongoing provider education and training. This data will be made available to the Department and discussed in quarterly CQI meetings.

Emergency Services for GDC Staff, Volunteers, Visitors, and Vendors

Centurion healthcare staff will be ready to provide necessary medical interventions to stabilize injured or seriously ill GDC employees, contractors, volunteers, and visitors while in a GDC facility. We will collaborate with GDC staff in providing these interventions. The focus of emergency care for civilians will be on stabilizing the individual's physical status until local EMS can assume responsibility for the care or until the healthcare staff can refer the individual to local healthcare services for follow-up.

AEDs and Emergency Equipment

Centurion will coordinate with the GDC to ensure all facilities have appropriate and fully stocked emergency response bags and to ensure the availability of proper emergency equipment. Our staff will conduct regular inventory and maintenance checks of emergency bags, equipment and supplies.

Medical staff will routinely check AEDs located in the healthcare unit and complete inventory checks during regularly scheduled shifts at each facility. We will test emergency equipment no less than weekly and will maintain logs to document testing of emergency equipment and inventory of emergency supplies to include medical emergency bags, emergency medication, emergency equipment, AED battery testing, and AED pads.

Centurion makes every effort to enhance and improve the delivery of emergency services for incarcerated individuals under our care. Our providers will have experience and training in managing common urgent/emergent procedures such as suturing cuts and open wounds.

As noted previously, our emergency response policy and protocols include annual man-down and mass-disaster drills, including written reports to the GDC that summarize the results of the drills, including any needed corrective actions for failure to perform in compliance with policies and procedures. Centurion will work collaboratively with the GDC to review and update, as needed, each GDC facility's overall emergency response plan to ensure that it remains current with ACA and NCCHC national standards and any other standards or requirements that may change over time.

Subcontracting with EMS and Air-Flight Services

Centurion will develop partnerships with local EMS agencies and air-flight services.

MOU's will be developed with emergency response providers as applicable. Non-Emergent transport will also be available for each facility. A full listing of emergency response providers will be available. We will provide each GDC facility with detailed information related to EMS, air-flight partnerships, and emergency transport plans during implementation.

Delivering Continuity of Care and Reentry Services

Healthcare staff will follow the following GDC Policies surrounding Discharge Planning:

Service domain	Current GDC policies <i>(not exhaustive list)</i>
Community hospitalization and discharge	SOP 507.04.17- COMMUNITY HOSPITALIZATION AND DISCHARGE
Discharge planning	SOP 507.04.18 DISCHARGE PLANNING

Early identification of medical, behavioral and social determinants of health needs allows staff to engage the patient in necessary interventions during incarceration and prepare for support services required upon release into the community. reentry case managers will manage discharge planning requirements and multidisciplinary discharge planning meetings for acute and complex cases using a three-phase reentry process:

- Phase 1 – Proactive Reentry Preparation – Review at intake of patient’s potential reentry healthcare and social determinants of health needs
- Phase 2 – Incarceration Reentry Planning – Ongoing multidisciplinary planning for reentry during incarceration to proactively identify and seek the types of healthcare community services the patient may need, ensuring availability of follow-up services and supports by time of discharge
- Phase 3 – Active Discharge Planning – Active discharge planning prepares patients approaching release to transition to community care

Centurion discharge planning will include, at minimum:

- Development of release plans that ensure continuity of comprehensive healthcare needs
- Provision of information and connection to community supports and services
- Obtaining patient authorization for sharing pertinent medical record information with community providers
- Coordination of community appointments with possible **telehealth visits** with the community provider prior to and following discharge to facilitate communication and treatment planning
- Arranging for a sufficient supply of prescribed medications and medication delivery supplies, such as insulin needles/syringes, consistent with GDC SOPs

Centurion will complete discharge plans for releasing patients. GDC incarcerated individuals will have access to our unique and innovative reentry programs, at no additional cost to the Department. These include **FindHelp**, a nationwide web-based search engine designed to quickly locate a broad range of information for non-profit and public service agencies to assist Centurion patients in finding local free or reduced-cost services like medical care, mental health care, substance use treatment, housing, food, job training, and more.

Women’s Health

Evidence-based healthcare services for the female population will meet or exceed ACA Standards 5-ACI-5E-10, *Counseling for Pregnant Inmates*, 5-ACI-6A-10, *Pregnancy Management*, and NCCHC Standards P-F-05, *Counseling and Care of the Pregnant Inmate*, and Y-G-09, *Counseling and Care of the Pregnant and Postpartum Juvenile*. For the GDC, services will meet Departmental SOP 507.04.69 *Women’s Health Services*.

We promote women’s health beginning at intake and screening and follow guidelines of expert medical organizations endorsed by ACA and NCCHC including, but not limited to, the American College of Obstetricians and Gynecologists (ACOG) with an OB/GYN or similarly specialized provider managing health services for pregnant patients. Our services incorporate nationally recognized age-specific standards and clinical guidelines set forth by the Centers for Disease Control and Prevention (CDC), the American Cancer Society (ACS) and the US Preventive Services Task Force (USPSTF) in addition to other expert medical organizations.

Approach to Women's Health

Women's health services, following recommendations of the ACOG, CDC, ACS, and USPSTF in particular, include health screenings, assessments, and exams, pre-natal and postpartum care, vaccinations, and patient education, counseling and health promotion.

Women's Health Services

Health Screenings, Assessments, and Exams

Our women's health services will begin at the time of initial screening and will be available throughout incarceration.

- Obtain information on
 - Medical history
 - Sexual activity
 - Contraceptive use
 - Prior or current pregnancies
 - History of trauma or domestic violence
 - Current or history of drug use
 - Pre or peri-menopause issues
 - Immunization status
 - Other information
 - Physical exam to include pelvic and breast exam and baseline mammography, unless contra-indicated
 - Laboratory work to assess for STIs, HIV, pregnancy, hepatitis, and tuberculosis
 - Information on female offender's family needs and supports, release plans
- Based on the information gained through the assessment, the healthcare provider will determine any treatment services that the female offender may require

Preventive Care & Screenings for Malignancies

- Routine mammography screening every two years (all female offenders 50 – 75)
- Cervical cancer screening with cytology (Pap smear) for females age 21 – 65 every 3 years or for women age 30 – 65
- Combination of cytology and human papillomavirus (HPV) testing every five years
- Thyroid screening
- Bone density scans
- Annual iron and B-12 deficiency screening
- Annual depression screening
- Gynecological procedures such as colposcopies, endometrial biopsies, and LEEPS

Pre-Natal Services

- Routine urine testing for proteins and ketones
 - Vital signs and weight
 - Assessment of fundal height and heart tone
 - Dietary supplementation
 - Observation for signs of toxemia
 - Appropriate laboratory and diagnostic testing (i.e., ultrasounds and sonograms)
 - Patient education on levels of activity, safety precautions, drug and alcohol avoidance, and nutritional counseling
 - Managing high risk pregnancy including MAT services for pregnant offenders with opioid addiction
- Healthcare staff and providers will use our proprietary **Clinical Guidelines for Pregnancy**

Postpartum Care

- Medical examination after delivery within timeframe determined by the type of delivery and obstetric recommendation
- After birth medical supplies including mesh panties, vaginal cooling, spray, water bottle, and other supplies
- Intervention and treatment for symptoms of breast engorgement and perineal or postoperative pain
- Testing for postpartum diabetes for women with gestational diabetes while pregnant
- Screening for depression following delivery and thereafter as indicated
- Referral to and collaboration with mental health providers as clinically indicated
- Discussion of family planning

We also offer training to officers and facility staff in understanding the changes, including emotional responses that pregnant and postpartum female patients undergo because of hormonal changes and anticipated or actual separation from their newborn.

We work with the pharmacy supplier on incarcerated individual access to and education on medications, contraceptives, prenatal vitamins, and managing any medication-assisted treatment needs ensuring the female patient has access to necessary medications to manage their health and, in the case of pregnant patients, the health of their unborn child.

Provision of Services for Disabled Persons

Services for incarcerated individuals with disabilities will follow the GDC policies:

Service domain	Current GDC policies (not exhaustive list)
Compliance with Americans with Disabilities Act (ADA)	SOP 103.63 AMERICANS WITH DISABILITIES ACT (ADA), Title II Provisions
Therapeutic Diets	SOP 507.04.29 – THERAPEUTIC DIETS
Medical Prostheses	SOP 507.04.63 MEDICAL PROSTHESES
Assisted Medical Beds	SOP 507.04.59 ASSISTED MEDICAL BED SPACE
Optical services and regular check-ups*	SOP 507.04.22 OPTICAL SERVICES

**NOTE: GDC WILL BE RESPONSIBLE FOR THE PURCHASE OF OFFENDER EYEGLASSES AND THE ASSOCIATED COST.*

Staffing

The attached staffing matrix will be used to ensure each facility has adequate licensed and unlicensed staff to meet the healthcare needs of the incarcerated individuals.

All staff will be required to complete 40 hours of mandatory orientation prior to the start date and 40 hours of annual training, including 16 hours of in-service training each year thereafter to include GDC’s in-service training. In addition, all staff will be required to take a pre-employment drug test and will be subject to random testing at least two time per year thereafter. All staff must adhere to the Department’s standards of conduct as itemized in SOP 104.47.IV014-0001. The following SOP’s will be followed:

Service domain	Current GDC policies (not exhaustive list)
Staffing	SOP 507.03.03 STAFFING LEVELS SOP 507.03.05 JOB DESCRIPTIONS AND SHIFT ASSIGNMENTS

Professional Conduct	SOP 507.03.02 PROFESSIONAL CONDUCT
Credentialing/licensure	SOP 507.03.01 LICENSURE AND CREDENTIAL VERIFICATION
On-Call Duties	SOP 507.03.04 ON-CALL DUTIES
Nurse Practitioners and Physician Assistant Practices	SOP 507.03.08 NURSE PRACTITIONER (NP) AND
Training and education	PHYSICIAN ASSISTANT (PA) PRACTICE
	SOP 507.03.09 ORIENTATION TRAINING FOR HEALTH SERVICES STAFF
	SOP 507.03.10 CONTINUING EDUCATION FOR QUALIFIED HEALTHCARE PERSONNEL
	SOP 507.03.11 HEALTH RELATED TRAINING FOR CORRECTIONAL OFFICERS
	SOP 507.03.13 MEDICATION ADMINISTRATION TRAINING
	SOP 507.03.14 TRAINING FOR HEALTH CARE AND CORRECTIONAL PERSONNEL REGARDING COMMUNICABLE DISEASES

Regionalized Hub-and-Satellite Model of Care Delivery

We are familiar with the current division of the state in to four regions to support medical services: north, central, southeast, and southwest, and have adopted the same regions when creating our regional leadership model. To ensure integration of care, these regions will align with those used by the Mental Health contractor. This will allow for each region to have a comprehensive team overseeing each region as defined below:

- Regional Director – responsible for ensuring all aspects of contract are adhered to and administrative oversight of the Regional team
- Regional Medical Director
- Regional Director of Nursing
- Nurse Educator
- CQI Coordinator
- Regional MH Supervisor
- Consult Coordinator
- Telehealth Coordinator

We have further divided each region in to smaller groupings of facilities that lie in geographic proximity to each other. Each subgrouping of facilities will enjoy one designated Medical Director, who will be the liaison for each facility's Responsible Health Authority (RHA). The RHA is a licensed physician, designated to a facility, responsible for arranging all levels of health care and ensuring quality and accessible health services for incarcerated individuals. The Medical Director will work from the "hub" institution and the "satellite" institutions will rely on daily operational and clinical leadership from their "hub" Medical Director. This physician-led staffing model will ensure the latest guidelines and evidence-based care is delivered to all our patients.

Chart Depicting Four Clinical Regions in Georgia with Hubs and Satellites

North			Central		Southeast		Southwest	
Hub	Satellite		Hub	Satellite	Hub	Satellite	Hub	Satellite
Metro ReEntry	Hays SP Paulding PDC Atlanta TC Metro TC	Walker SP Helms Facility Clayton TC	GDCP	Burrus CTC Central SP GDCP SMU Macon TC West Central ITF	Ware SP	Bacon TC Appling ITF Bacon PDC	Macon SP	Rutledge SP Dooly SP Columbus TC Hudson TC
			Baldwin SP	Emanuel WF Emanuel PDC Johnson SP Hancock SP	Coastal SP	Women's PDC Smith SP Smith TC Long Unit	Valdosta SP	Autry SP Bainbridge PSATC Valdosta TC Patten PDC
Phillips SP	Colwell PDC Phillips TC Lee Arrendale TC Whitworth WF		ASMP	Washington SP Augusta TC	Rogers SP	Montgomery SP Treutlen PDC Telfair SP	Wilcox SP	Calhoun SP Lee SP Turner RSATC
			Pulaski SP	Dodge SP McRae SP McEver PDC Bleckley PDC				

Staffing Ratios and Innovative Staffing Models

we have identified a Medical Director or a physician for each state prison who will act as the Responsible Health Authority for their appointed site and its satellite units. We have developed general guidelines, below, for staffing each institution based upon institution gender, mission, and population. While these assumptions were generally adhered to, we adjusted our own assumptions at some institutions dependent upon additional institutional factors. Our ratios and assumptions include:

1. Regional Office

- We will staff the Regional Office with Four Regional Managers, each that will manage one geographic region of the state.
- Certain Regional Office positions have two or four employees assigned to the job category (Regional DON, CQI Coordinators, Education Coordinators, Telehealth Coordinators, IT Coordinators, etc.).

- c. The Physical Therapist (PT) assigned to the Regional Office will serve the state. We will staff ASMP with an additional 2.0 FTE PTs and 2.0 FTE Physical Therapy Aides (PTAs) to meet the needs of patients housed at ASMP.
- d. Per SOP 507.04.29, the State Clinical Dietitian will serve as consultant to all GDC facilities that serve therapeutic diets evaluating regular and medical diets for nutritional adequacy through facility visits or phone consultation.
- e. Utilization Management Services, including scheduling, bed management, and large case management will be centralized from the Regional Office and will serve the entire state.

2. Lee Arrendale Closure/McRae Opening

- a. Our staffing plans reflect a transfer of all FTEs from Arrendale to McRae
- b. We have staffed Whitworth and Emanuel per the average population described on the August 2023 population document received from the GDC.
- c. We have maintained the Arrendale TC staffing plan.
- d. We have added an additional Arrendale TC facility (Arrendale TC 2) and assumed an ADP of 400 based upon information from the GDC.

3. New Washington County Facility

- a. We have not staffed for the new 3,000 bed facility
- b. We have maintained staff at Washington SP and Smith SP based upon the "Average Population August 2023" document.

4. Autry State Prison renovation

- a. We have not maintained staff assigned to Autry SP and will need to amend to add these positions once Autry is open.

5. Metro Reentry Facility expansion

- a. We have expanded staffing for the Metro TC to accommodate an ADP of 400.

6. Site Physician Leadership

- a. Within each of the four geographic regions noted above, three or four "Hub facilities" have been identified. Within each group/cluster, a supervising Hub Medical Director will be assigned, usually to the largest/most complex institution in that group.
- b. Per GDC SOP 507.01.04, "Responsible Health Authority", each facility where care is provided will identify a RHA, who is a *licensed physician*. We assigned a Medical Director or a physician to work five days per week at every State Prison except the Long Unit, Montgomery State Prison, and Rutledge State prison. These three sites will rely on their Hub facility for provider care on those days a provider is not on site.
- c. Any prison with an ADP of 750 or greater will receive 1.0 FTE Physician or Medical Director. If the rated capacity exceeds 1000, additional provider services are added to manage the additional average daily population (ADP). These additional provider staff are a mix of physicians and NP/PAs.

- d. Prisons with an ADP under 750 have physician services assigned based upon ADP with consideration given to current staffing plan provided with RFP documents.
- e. Transition Centers, ITFs, RSATs, etc. receive approximately two hours of provider services per week for every 50 residents, or as indicated in RFP documents.

7. Site Administrative Leadership

- a. Any prison with an ADP of 750 or greater will receive 1.0 FTE Health Services Administrator (HSA) as site leadership.
- b. Any prison with an ADP under 750 will receive a 1.0 FTE RN Administrator as site leadership.
- c. TCs, PDCs, ITFs, and RSATs receive leadership from hub facilities.

8. Site Nursing Leadership

- a. Any prison with an ADP of 750 or greater will receive 1.0 FTE Director of Nursing (DON).
- b. Certain larger institutions receive a 0.4 FTE day shift Charge Nurse on weekends to offset the work of the DON on weekdays.
- c. Facilities with ADPs over 1,500 receive a 1.4 FTE Charge Nurse on the evening shift.
- d. Facilities with ADPs over 1000 receive a 1.0 FTE Charge Nurse on the evening shift (replaced on the weekends by an RN-clinic).
- e. ASPM receives a Charge RN 24 x 7 due to mission and acuity.

9. Site Clerical Staff

- a. Any prison with an ADP of 750 or greater will receive a 1.0 FTE Office Associate/Administrative Assistant.
- b. Other facilities receive Office Associate/Administrative Assistant services as needed.

10. Pharmacy and Medication Administration Services

- a. With the new pharmacy vendor, we understand pharmacy staffing will change. We understand Correct Rx will provide pharmacy staff on site at ASMP (per phone conversation with Correct Rx) and will not place pharmacy staff in the other facilities. Correct Rx will also have 3-4 Regional Office staff in Georgia. Correct Rx does not expect Centurion to provide on-site credentialed/licensed pharmacy professionals.
- b. Institutions over 900 ADP receive a 1.0 FTE Pharmacy Coordinator/Tech. This can be an LPN, pharmacy assistant, etc.
- c. Centurion has assumed one LPN can administer medications to 250-400 patients per 8-hour shift. We assume 50% of ADP is on medications (except at female facilities and ASMP, where we have assumed 100% on medications).
- d. Medication administration is assigned as a "post" for LPNs on the day and evening shift.

11. Infirmary Services

- a. GDC SOP 507.03.06 allows for inmates to work and assist in the infirmaries.
- b. GA SP infirmary assumptions:

Ratios/Metrics for Medical Infirmiry Posts

Facility	# Beds	RN hours Day-Evening-Night	LPN hours Day-Evening-Night	CNA hours Day-Evening-Night
Metro (ADP 192)	10	8-8-8	0-0-0	8-0-0
Pulaski	6	8-8-0	0-0-8	0-0-0
Valdosta	7			
Macon	8			
Hays	9			
Phillips	12			
Ware	12		8-8-0	
Coastal	14			
McRae	14			
GDCP	24	8-8-8	8-8-0	8-8-8
Baldwin	25			
ASMP	60/15	See comments below		

- c. CSU infirmaries at Baldwin receive 24 x 7 RN coverage. Nursing services for CSU at Hays and Smith receive coverage from staff nurses: no additional staff have been added.

12. ASMP

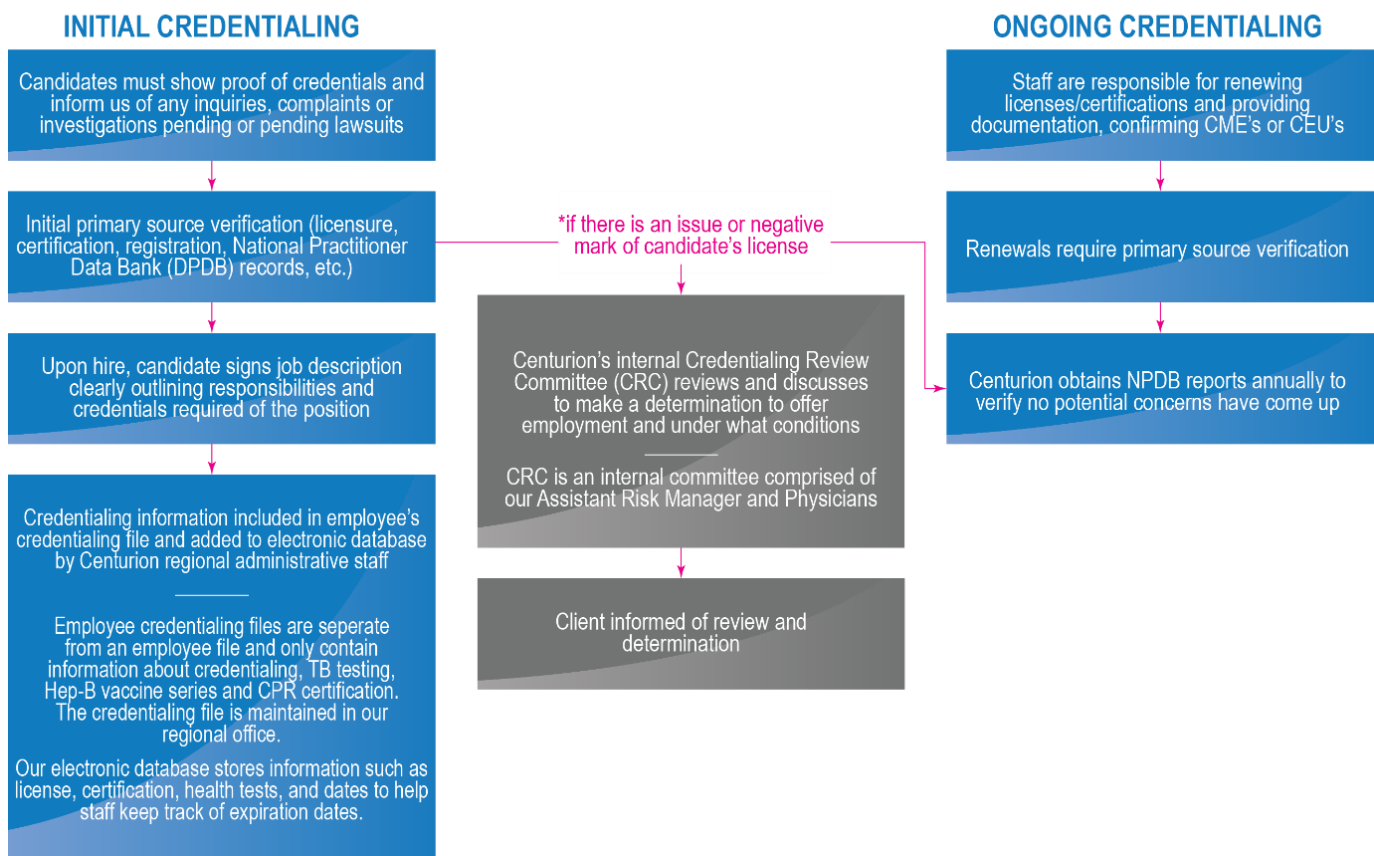
- a. Per SOP 507.04.14, a Registered Nurse will be responsible for nursing services in each inpatient unit 24 hours a day. A Nursing Supervisor may provide supervision for more than one patient unit. Inpatients will be within sight or sound of a licensed health care provider 24 hours a day.
- b. The CSU are staffed in this manner for day-evening-night shifts 24 x 7: RNS- 4-2-1; LPNs- 1-1-0; Clerk 1.0 FTE.
- c. Each acute care infirmiry is staffed in this manner for day-evening-night shifts 24 x 7: RNs- 2-1-1; LPNs- 1-1-0; C.N.A. - 0-0-1; 0.50 clerk; 0.25 physician.
- d. The 20-bed Long Term Care infirmiry are staffed in this manner for day-evening-night shifts 24 x 7: RNs-1-1-0; LPNs- 1-0-1; C.N.A.s- 1-1-1; 0.50 Clerk; 0.20 physician.
- e. We will contract with US Medical Group to provide surgical services to ASMP.
- f. We have staffed 1.0 FTE General Surgeon to compliment US Medical Group's Team
- g. 2.0 PTs and 2.0 PTAs are assigned to provide inpatient services.
- h. Laboratory Technicians will work 16 hours per day which exceeds SOP 507.04.14 requirements of 12-hour per day coverage.
- i. Centurion's subcontractor, GDI, will provide in-house radiology technician services.

Credentialing Process

Licensure and employment verification, including pre-employment and random drug testing, will be completed for all healthcare employees. We conduct staff and provider licensure and credentialing to ensure that patients receive services from appropriately licensed, credentialed, and trained providers and staff. We require and maintain documentation to verify reported licenses and credentials and confirm that licenses/credentials remain current.

Our credentialing process, shown in the graphic below, which we use in all our current statewide and jail programs, is consistent with nationally accepted correctional healthcare standards, including those of the NCCHC and ACA.

Centurion Credentialing Process Overview



Centurion completes full credentialing of licensed staff at hire. We utilize detailed policies and procedures to manage the credentialing process. Upon contract award, we would be pleased to provide the GDC with more details and copies of these policies and procedures. Centurion healthcare staff will undergo re-credentialing at least annually. Additionally, we conduct re-credentialing whenever we learn of pending actions or disciplinary procedures involving our healthcare staff. To ensure licensed staff remain in good standing, we request annual inquiries from the NPDB for all licensed healthcare staff. When an NPDB inquiry reveals issues or areas of concern, Centurion's Credentialing Review Committee reviews these issues and determines whether

to recommend continued employment and under what conditions. We will inform the GDC if this process occurs.

Physician and Clinical Education Plan

Centurion's orientation and training program provides our staff with educational opportunities that increase their knowledge of our healthcare delivery services, enabling them to provide consistently appropriate and effective quality healthcare services to patients. Our robust program includes new employee orientation, ongoing corporate, program and discipline-specific training, access to online modules and webinars, opportunities and reimbursement for continuing education and continuing medical education units (CEUs/CMEs), educational opportunities provided through *Centurion University* and educational credit for completion of modules offered through UpToDate and RubiconMD platforms. The graphic here provides a brief synopsis of our standard orientation and training program for physicians, nurses and other staff customizable for each Centurion healthcare program.

Centurion Orientation and Training

Initial Staff Orientation

Employee Specific

- Code of Conduct, HR and Benefits, Confidentiality, Sexual Harassment, Cultural Competence within Corrections, ADA
- Overview of Correctional Healthcare Practices & Introduction to Corrections
- NCCHC & ACA Standards
- HIPAA & PREA
- Infection Prevention & Control, Bloodborne Pathogens, Hazardous Communication

Discipline Specific with Competency

Checklists

- Nursing Staff
- Medical Providers
- Administrative and Clinical Leadership

General

- Human Trafficking
- Introduction to Corrections, Boundaries & Safe Practices
- Access to Healthcare Services

Site Specific

- Security Procedures & Classification
- Facility Policies and Procedures
- Administrative Directives
- Client Guidelines
- Facility and Health Services Organization
- Physician-Approved Nursing Protocols & Guidelines

Additional NEO or Annual Training Topics

- Emergency Response
- Suicide Prevention & Crisis Intervention
- Signs and Symptoms of Mental Illness
- Intoxication & Withdrawal
- Developmental & Intellectual Disability Patient Care
- Infection Prevention & Control, Hazardous Communication

- HIPAA Requirements
- PREA Requirements
- Medications & Pharmacy
- Intake Screening
- Healthcare Requests & Sick Call
- Grievances
- Continuity of Care & Discharge Planning

- Bloodborne Pathogens Exposure Control Plan
- Boundaries & Safe Practices
- Emergency Preparedness / Response Plans Specific for the GDC
- Review of Updated Policies and Procedures
- Continuous Quality Improvement
- Utilization Management & Review

CPR, AED, & First Aid Certification

All healthcare staff must maintain current certification in cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) operation as well as certified first aid upon hire and prior to expiration of their current recertification.

Multidisciplinary & Correctional Staff Training

- Introduction to & Types of Mental Disorders
- Behavioral Management & De-Escalation Skills
- Chronic Disease Care
- Collaboration in treatment & management of patients
- Human Trafficking
- Infection Prevention & Control & Prevalent Infectious Diseases
- Intellectual & Developmental Disabilities
- Medication-assisted treatment
- Intervention strategies for patients with mental illness
- Confidentiality and collaboration
- Recognizing & Responding to a Medical or Mental Health Emergency
- Substance Use & Withdrawal in Corrections
- Suicide Prevention
- Trauma-informed care
- Working with Incarcerated Women

Supervision

- Close supervision and mentoring during orientation and initial 90 days
- Consultation availability
- Annual performance review

Education

- Hundreds of continuing education and in-service trainings for healthcare staff
- Access to Centurion orientation & resource manuals for providers and leadership staff



Continuing Education Opportunities

- Generous stipend towards reimbursement for cost of continuing education and professional development
- Courses, seminars, and conferences, such as CEU-eligible and CME-eligible online webinars for healthcare staff and providers

Nursing staff will have access to Lippincot's full library of resources through and agreement between Centurion and Lippincot.

In addition, we will maintain a medical library on each facility's medical unit to include reference materials, such as a current medical dictionary, Physician Desk Reference, ACA standards, and other relevant materials for access by healthcare staff. We provide staff access to tools such as UptoDate, Krames, Lippincot and RubiconMD, online and web-based platforms that provide a range of tools and resources.

Collaborating with Pharmacy Supplier to Ensure Formulary Adherence

Centurion will work with the GDC's pharmacy vendor, to ensure formulary adherence. We will participate in GDC's pharmacy and therapeutics (P&T) committee and conform our policies and procedures to meet the GDC's specific formulary requirements. As part of our pharmacy management services, we will assist the GDC with formulary development, ongoing formulary management and consulting on pharmacy policies and procedures to address medical and mental health disorders. We will routinely monitor the emergence of new medication protocols, new generic medications, and standards of practice and will make any recommendations for changes to the formulary after carefully evaluating criteria such as patient safety, potential adverse effects, medication cost, anticipated patient compliance, and other factors. We will continue to make recommendations for formulary additions, deletions, and restrictions at GDC (P&T) committee meetings and will continue to collaborate with facility providers to facilitate formulary adherence and to assist with alternate treatment regimens.

Security for In-Prison Care

We work with facility staff and leadership to address incarcerated individual's healthcare needs and to ensure the security of onsite healthcare services and locations. As part of our emergency preparedness process, we routinely participate in joint man-down and mass disaster drills and use the process to address potentially harmful situations in a collegial and effective manner and to develop more trusting relationships between healthcare staff and officers. We routinely include correctional officers, deputy wardens, wardens or their designees on patient-specific multidisciplinary teams, in complex case conferences, on continuous quality improvement (CQI) committees, in morbidity and mortality review meetings, in morning huddles, MAC meetings and other multidisciplinary team meetings occurring throughout the state-wide prison and jail facilities where we provide healthcare services. Similarly, we include staff from other disciplines, as relevant, including mental health, dental, education staff, and others. Our collaborative efforts with pharmacy suppliers includes participation by our medical leadership and corporate pharmacy management staff in pharmacy and therapeutic (P&T) committee meetings. Our staff within our healthcare programs nationwide routinely participate as members of facility-specific administrative DOC meetings including restrictive or special housing reviews, DOC policy or SOP review and update committees, as well as other regularly scheduled or ad hoc meetings.

We realize the impact of offsite transportation on officer schedules and availability. We work with facility leadership, where possible, to schedule offsite appointments on days when the facility has full staffing, thus avoiding the unnecessary burden placed on security staff. We offer required and

requested officer training in all our programs and often augment those with training to address facility or program-specific issues. We have developed officer-specific training curriculum as well as multidisciplinary staff trainings. We value collaborative training as a means to develop collaborative working relationships. We work with facility administration and leadership to implement CQI activities, support accreditation efforts, and make decisions regarding incarcerated individual access to and use of healthcare services.

Healthcare administrative and leadership staff at each facility will meet with the deputy warden and/or warden or designee to discuss the healthcare delivery, staff providing services, communication and collaboration expectations and processes, as well as security measures and processes. Warden or designees will be provided with contact information and schedules for staff, including on-call providers and will proactively bring any changes to the leadership's attention. Our facility administrative and leadership staff will meet regularly with the warden or designee to discuss any healthcare trends or service delivery issues, needs of complex patients, and other matters to facilitate delivery of high-quality services to patients and ensure effective collaboration between staff. We will support the GDC with reporting, training, and other needs.

Health services administrators will coordinate offsite medical trips with GDC security, facility leadership and/or identified transportation supervisors in accordance with GDC directives. We will collaborate to minimize operational hardships without creating barriers to medically necessary healthcare and provide the necessary information in order for custody to transport patients to offsite medical appointments safely as required. We consider offsite medical trips need-to-know and do not share these with the patient, unnecessary healthcare staff or security staff prior to transport.

We are committed to a successful partnership with facility leadership to ensure access to care and to promote collaboration and communication between healthcare staff, security staff, and administrative staff. Our proprietary model *Communication on Patients' Health Needs Policy and Procedure* demonstrates our commitment to clear and consistent communication between facility administration, wardens, deputy wardens, or designees and facility-based healthcare staff to address a patient's significant health needs in a manner that preserves the health and safety of the patient, other patients or incarcerated individuals, and all staff. Similarly, we designed our proprietary model *Escalation Policy and Procedure* to provide the necessary guidance to establish and maintain positive communication practices with security staff while ensuring successful access to care for incarcerated individuals through a defined reporting process. Each H.S.A. will develop the institution specific Escalation Policy in conjunction with the Warden and designees. All healthcare staff will receive training on the policy and practice.

Population Health Management

We have built a healthcare model that successfully combines population and public health approaches.

Our evidence-based healthcare services mitigate disease manifestation and improve effective self-management for correctional patients while they are in prison, thus decreasing the burden of illness on the communities to which they return

By proactively identifying personal, communal, social determinants of health, and risk factors that contribute to disease emergence, we implement programs and services that alleviate healthcare impact on incarcerated individuals and the corrections population as a whole. For example, by pre-emptively identifying incarcerated patients at higher risk of HCV infection (i.e., those with a history of drug abuse) and providing education and regular testing, we can decrease the incidence of HCV among prison populations while helping individuals avoid a lifetime of illness and pain.

Many incarcerated individuals within the GDC system will be eligible for, and most likely receive, healthcare services through one of the Medicaid health plans in the state.

Innovative Approaches to Patient Identification and Care Management

Centurion is exploring access opportunities to HPI's predictive modeling and care management analytics tools to stratify patients by risk level and assess the effectiveness and quality of the services we provide. The analytics tool uses a patient's demographics, health history, results of comprehensive health assessments and consistently updates this information with laboratory testing results, pharmacy data, and use of specialty services, emergency room services, and inpatient hospitalizations based on claims processing data. This information will provide our staff with a comprehensive view of a patient's healthcare status and response to treatment. This process will help us identify and target patients with unique risk characteristics who would benefit from specific disease and care management programs.

MedWatch, our member-centric platform for utilization coordination and management, will also support our population health management approach. MedWatch includes data on eligibility, claims payment, and inpatient and outpatient utilization, and helps Centurion staff profile, measure, and monitor patient utilization of healthcare services. We will integrate clinical guidelines and evidence-based clinical decision support criteria in MedWatch to assist utilization management (UM) clinicians in making appropriate medical decisions based on nationally accepted standards of care.

Data Analytics to Inform Population Health Management

In addition to any risk stratification and analytics tools, Centurion will use the capabilities of our analytics and informatics department to support population health management data collection, analysis, and reporting allowing data-informed decision-making.

With secure health information technology, the GDC will benefit from data-driven approaches that improve the quality of care, decrease per capita costs of care, and improve population health. Some of the specific services this department can provide the GDC include:

Out of Prison Care/Network Development

We will provide an appropriate network to cover all specialty needs not met with in-prison care, including long-term acute care facilities. Our network will contract with reputable suppliers at appropriate rates while covering the three critical dimensions: contracting, quality, and convenience/proximity to GDC prisons.

Centurion Proposed Network Providers

Subcontractor Name	Scope of Services	Company Experience Overview
Aeris Consulting & Management 	Sleep Studies	<p>Aeris has been providing respiratory, sleep and post-acute care for healthcare facilities since 1992. Their services include a broad spectrum of analytical, evaluation, training and support services provided by a dedicated team of healthcare consultants all onsite. Aeris has received accreditation from the American Academy of Sleep Medicine (AASM) as an AASM DME supplier, which covers the following items used in the treatment of sleep disorder patients:</p> <ul style="list-style-type: none"> Continuous Positive Airway Pressure (CPAP) and Auto Adjusting CPAP devices Oxygen and supplies Home Invasive Mechanical Ventilators Respiratory Assist Devices (RAD) Portable Oximeters
Agiliti Health 	Durable Medical Equipment Rentals	<p>Agiliti has over 80 years of experience providing durable medical equipment to healthcare entities across the nation. Agiliti provides 800,000 pieces of medical equipment to over 7,000 acute care hospitals and alternative provider sites through 80+ district offices throughout the U.S. In addition, Agiliti offers a full range of clinical engineering services, supplemental support and full outsource programs, for clients, as needed.</p> <p>A unique component of Agiliti is their Equipment Value Management system, which offers smart workflows to clients, which results in cost savings and improvement in patient care and clinician ability to meet patient needs.</p>
Alliance Healthcare Radiology 	Mobile CT/MRI	<p>Alliance HealthCare Radiology has spent over 35 years developing industry-leading radiology solutions, serving more than 1,100 hospitals, health systems, and physician groups in 47 states. Founded in 1983, Alliance Healthcare Radiology is now the largest mobile imaging services provider in the US. Alliance Healthcare Radiology serves over 1 million patients per year, specializing in Mobile MRI, PET, CT, Radiation Oncology, Interventional Radiology, Pain Management, and Radiology.</p>
Audicus AUDICUS	Audiology/Hearing Aids	<p>Founded in 2011, Audicus is a company dedicated to providing workable hearing solutions. They are the producers of two hearing aids that deliver powerful results in small and easy to use designs. They can provide hearing aids using a copy of a patient's hearing exam or through their innovative and accurate 15-minute online hearing test, based on which Audicus staff make recommendations for the appropriate hearing aid. The company can customize hearing aids at a lower cost than available through a doctor's office, reducing the cost to hundreds, not thousands of dollars by selling direct to patients online.</p>

Centurion Proposed Network Providers

Subcontractor Name	Scope of Services	Company Experience Overview
		Audicus partners with leading manufacturers of hearing devices to offer the absolute best solutions, with the latest sound processing technology and design. To date, Audicus has conducted over 40,000 online tests and helped over 10,000 people improve their hearing.
BioReference Laboratories 	Laboratory Services, including HIV Antibody Testing	<p>With over 30 years of experience and as the nation's largest full service clinical diagnostic laboratory, BioReference provides testing and related services to health care facilities, including physician offices, clinics, hospitals, and correctional institutions. They maintain a physician-founded and run commercial laboratory that services approximately 11 million patients annually. Their products include:</p> <ul style="list-style-type: none"> ■ Laboratorio Buena Salud provides laboratory services in different languages. ■ GenPath Women's Health offers services aimed at addressing women's health needs based on the knowledge that the right screening, testing and research can save lives. ■ GeneDx offers genetic screening and analysis based on an individual's DNA.
BioScrip, Inc. 	IV Therapy	BioScrip, Inc. is the largest independent national provider of infusion and home care management solutions, with approximately 2,100 teammates and nearly 70 service locations across the US. BioScrip partners with physicians, hospital systems, payors, pharmaceutical manufacturers, and skilled nursing facilities to provide patients access to post-acute care services.
CharDonnay Dialysis <small>CharDonnay Dialysis, Inc. </small>	Dialysis	CharDonnay is a woman-owned business dedicated to the provision of quality on-site dialysis services within the correctional community, providing dialysis programs, staff, equipment, education, consulting, and quality improvement initiatives to meet customer needs. Currently, dialysis programs range in size from one to 100 patients. CharDonnay fully comprehends the needs of the correctional environment with over 26 years of experience in bringing dialysis on-site.
CompuMed 	EKG Equipment and Services	CompuMed, Inc., founded in 1973, is a leader in providing cardiac care through telehealth, with specialized expertise in telemonitoring imaging, EKG, and analysis. Their core product, the CardioGram™ system, delivers online cardiac test interpretations. CompuMed's cardiovascular solutions can augment the capacity of medical providers, especially when regular specialists might not be available (after hours).
Global Diagnostic Services 	Imaging, including X-rays and Ultrasounds	Founded in 1994, GDS is one of the largest providers of mobile onsite ultrasound and x-ray services in the Southeast. GDS is a nationwide mobile onsite diagnostic testing, medical staffing company that also provides x-rays and x-ray interpretations. They can provide services on scheduled weekly, biweekly, or monthly basis as well as in the case of emergencies. GDS is an MBE provider headquartered in Conyers, Georgia.
Hanger Prosthetics and Orthotics 	Prosthetics and Orthotics	As the world's premier provider of orthotic and prosthetic (O&P) patient care services, Hanger has nearly 160 years of experience serving different segments of the O&P industry. Hanger offers patient-focused services, clinical excellence, and a progressive approach to the use of emerging technologies.

Centurion Proposed Network Providers

Subcontractor Name	Scope of Services	Company Experience Overview
Institutional Eye Care 	Optometry and Ocular Health Management	IEC, founded in 1983, is the largest vision service provider in the country devoted solely to inmate eye care. IEC has an expansive network of 700 licensed and credentialed ocular health professionals across all 50 states. IEC offers on-site vision services, including routine eye exams, refractions, dilated retina exams, and ophthalmology diagnosis. All services are provided with in-state licensed optometrists or ophthalmologists. At the local, state, and federal level, IEC provides services to over 1,000 jails, prisons, and detention centers that currently house 500,000 individuals. In 2000, IEC began providing services internationally.
George Tucker, MD	OB/GYN - Arrendale, Helms, Emanuel Women's	Dr. George Tucker, MD is an Obstetrics and Gynecology specialist based in Atlanta, Georgia. Dr. Tucker graduated from Meharry Medical College of Medicine in 1977 and has over 44 years of experience in the medical field.
NexAir (Linde/PraxAir Distribution) 	Oxygen Services	NexAir is the local Georgia affiliate within Linde/PraxAir Distribution. Linde is a leading industrial gases and engineering company. The company employs approximately 80,000 people globally and serves customers in more than 100 countries worldwide. Tens of thousands of hospitals, clinics, nursing homes and other healthcare facilities trust Linde to provide medical gases like nitrogen to preserve vital blood and tissue, helium for MRIs, and oxygen and respiratory therapy gases to help patients breathe.
McKesson Medical-Surgical Minnesota Supply  <i>Empowering Healthcare</i>	Medical Supplies and Equipment	Founded in 1833, McKesson provides a comprehensive set of products for healthcare site and facilities throughout the U.S. With their expansive national distribution capabilities, McKesson distributes its products to health systems, correctional facilities, surgery centers, long-term care facilities, home health agencies, and home medical equipment providers. Centurion uses McKesson for medical supplies in all but one of our correctional programs and we have found them to provide high quality and timely services.
Esperta Health (p/n/a MyWoundDoctor) 	Wound Care	Esperta Health (p/n/a MyWoundDoctor), founded in 2015, uses wound imaging, licensed physicians and certified wound care nurses, to view a patient's wound and provide wound care management, evidence-based medical advice and training to the caregiver and/or patient. Esperta Health has licenses in over 42 states for the treatment of wounds through telehealth services. Currently, they support prison and jail populations in 24 states.
Progressive Medical Group 	Negative Pressure Wound Therapy	<p>Founded in 2005, Progressive Medical Concepts sells or rents equipment needed to provide healthcare services to patients in long-term facilities, prisons, and healthcare settings. Available equipment ranges from wound vacs to negative pressure wound therapy to mattresses, lifts, commodes, and wheelchairs. In addition, they provide electrical safety testing and maintenance services for a variety of products.</p> <p>Progressive currently provides services in 11 territories across the US, including Eastern Tennessee, Virginia, Mississippi, Alabama, Georgia, Florida, South Carolina, North Carolina, Middle California, Kentucky, and Indiana.</p> <p>Progressive Medical Concepts is an associate member of the Georgia Health Care Association, the South Carolina Health Care Association, the Alabama Health Care Association, the Tennessee Health Care Association, the North Carolina Health Care Association, and the Florida Health Care Association.</p>

Centurion Proposed Network Providers

Subcontractor Name	Scope of Services	Company Experience Overview
Propet 	Diabetic and Orthotic Footwear	For 35 years, Propet has offered comfortable footwear in a range of widths and sizes. Propet is well known for its line of therapeutic foot care products approved for diabetic footwear, developed in collaboration with podiatry advisors. Propet currently provides diabetic shoes for several Centurion programs.
Stericycle 	Biohazard Waste Removal	<p>For medical waste and hazardous drug disposal service (HDDS), Stericycle, founded in 1989, has specialized in proper pickup, treatment, and disposal of biohazards, such as “red bag” medical waste and sharps containers. Stericycle uses a proprietary tracking system that tracks the status waste from the moment of pick up until rendered noninfectious and offers flexible scheduling for disposal service pickups.</p> <p>They maintain an extensive team of environmental, safety, and regulatory specialists who keep up-to-date with and decipher ever-changing federal, state, and local requirements. This continued focus and commitment to regulatory compliance ensures that the company handles biohazards and other regulated wastes with the appropriate attention to detail. Stericycle meets all state and local requirements and regulations of several federal government agencies including US Occupational Safety and Health Administration (OSHA), US Department of Transportation (DOT), US Environmental Protection Agency (EPA), and US Food and Drug Administration (FDA). To date, Stericycle has managed over one billion pounds of hazardous waste and 1.7 billion pounds of medical waste, all within 99.5% timeliness standards.</p>
US Medical Group 	Mobile Surgical Units; Onsite Endoscopies	US Medical Group has provided surgical services support for well over 7,000 procedures since 1997. US Medical Group owns and operates state-of-the-art mobile surgery facilities servicing the corrections industry. The onsite method of delivery provides the highest degree of patient care.

Ensuring Network Quality

Centurion’s credentialing program meticulously reviews and verifies healthcare provider qualifications and credentials, ensuring that GDC patients receive services from an appropriately licensed and trained provider. A list of contracts will be provided and available for review through a shared portal.

Network providers will receive initial and annual training as required to meet professional development needs. Network providers will be provided training to understand the unique aspects of treating patients in a correctional environment.

Network Convenience

Whenever possible, we will provide services on site through specialty care clinics and use of telehealth. We understand the increased security and staffing burdens associated with offsite treatment and will strive to minimize unnecessary transport. In addition to hospitals and facility or community-based providers, our network will include specialty care providers available via telehealth technology.

Emergency Medical Care Access

Access to emergency medical care outside of the prison, including ambulance, air transport, and urgent care centers/emergency departments. Our proposed hospital network considers this important factor. Once contracts have been established with applicable hospitals, a list of hospitals will be attached.

Centurion's Network Development Program

Our utilization management program uses a prospective, concurrent, and retrospective review process to ensure that both onsite and offsite specialty services, procedures, and testing as well as inpatient care are medically necessary, provided timely, and performed in the most appropriate healthcare setting. We use Change Healthcare's InterQual criteria for specialty and hospital care. We will use retrospective reviews to assess the quality, effectiveness, and appropriateness of medical services the patient has already received. This process encompasses services performed by a community provider or admission services occurring because of emergency care. Centurion will also perform retrospective utilization reviews of emergency care. As needed, Centurion's medical director will review offsite care for medical necessity criteria and if the supporting documentation is questionable, consult with Centurion's Corporate Chief Medical Officer, who will complete an independent review.

Our utilization management staff assist our network providers to ensure that they submit proper claims. Our expectation is to pay all *clean* claims within 15 days of receipt.

Utilization Management

Our UM process ensures that we deliver consistent, unduplicated, quality specialty care in the most appropriate setting. The UM program will follow SOP 507.04.16 Utilization Management

A system-wide UM program that objectively tracks and reviews all out-of-prison or community-based referrals, consultations and services as well as in-prison services will be implemented. Centurion's UM program supports **healthcare services as a constitutional right for the correctional population**, and includes the following foundational principles:

Foundational Principles of Centurion's Utilization Management Program

- **Patient centric, clinically focused**, and coordinated by **specially trained nurses** with strong clinical backgrounds, supported by a strong team of physicians.
- Ensures consistent access to and delivery of medical services through approved provider medical treatment guidelines and physician-driven protocols consistent with **evidence-based** nationally recognized criteria.
- Ensures **timely access** and review of specialty requests and does not interfere with or create a delay in providing medically necessary care.
- Requires **alternative treatment planning** for specialty services that do not meet medical necessity criteria and includes a process for provider appeal and **reconsideration** of deferred requests.
- Analyzes UM information to **predict and improve** concurrent and prospective management of medically necessary services.
- **Dynamic and quality-focused**, using data, research and other information to update and maintain our program current with national and community standards of care.
- Uses data to identify utilization patterns and work with leadership and providers to make **improvements** when we identify such opportunities.

Determining and Approving Medical Necessity of Proposed Treatment

Our UM staff will process referrals based on the urgency of the request. We will complete prior authorization or prospective review and related UM activities in accordance with timeframes indicated in GDC UM policy.

Emergency Care

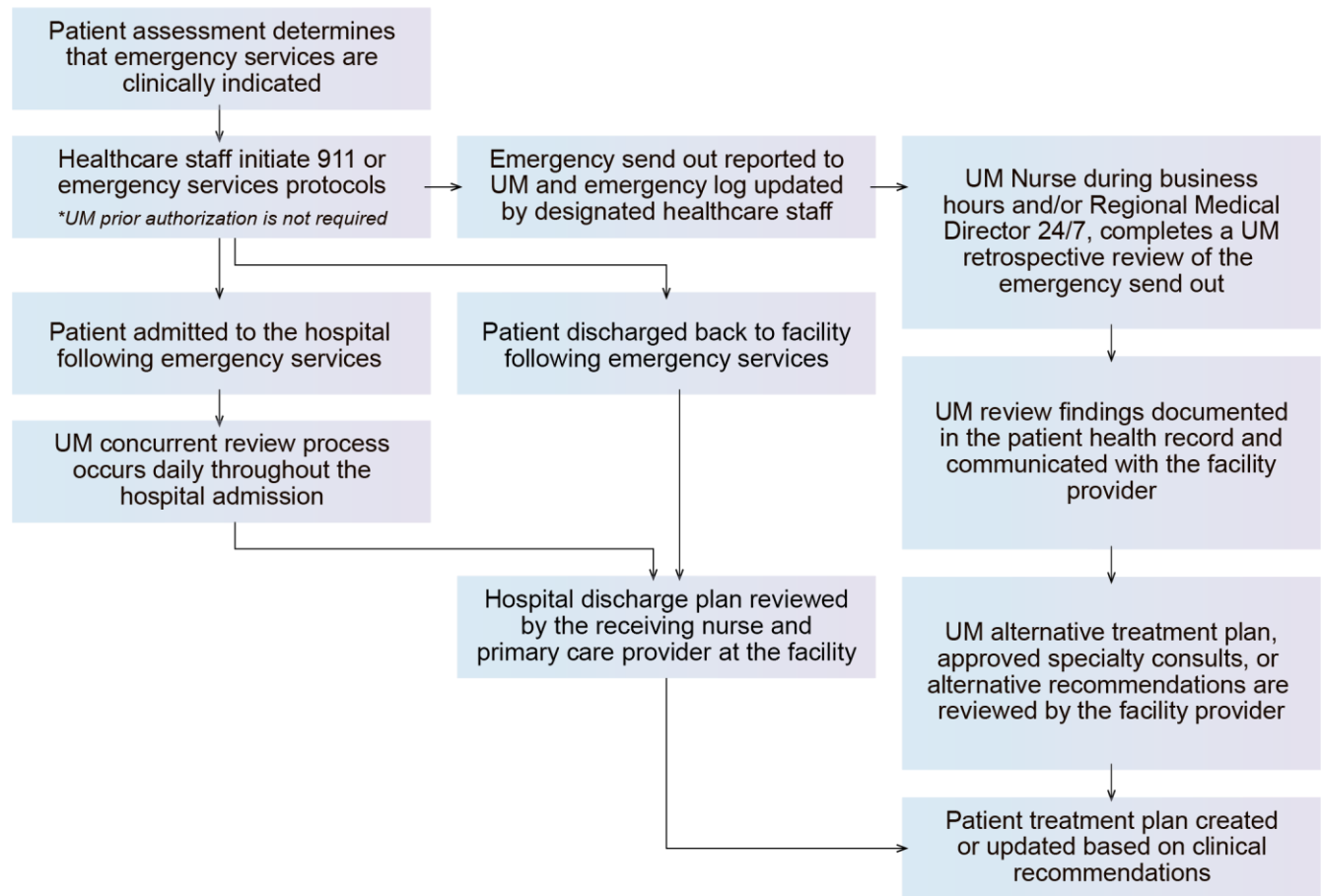
Emergency services do not require prior authorization. UM processes involve a retrospective review of emergency care as well as a concurrent review of any specialty or inpatient hospital services that result from emergent care.

Specialty Care

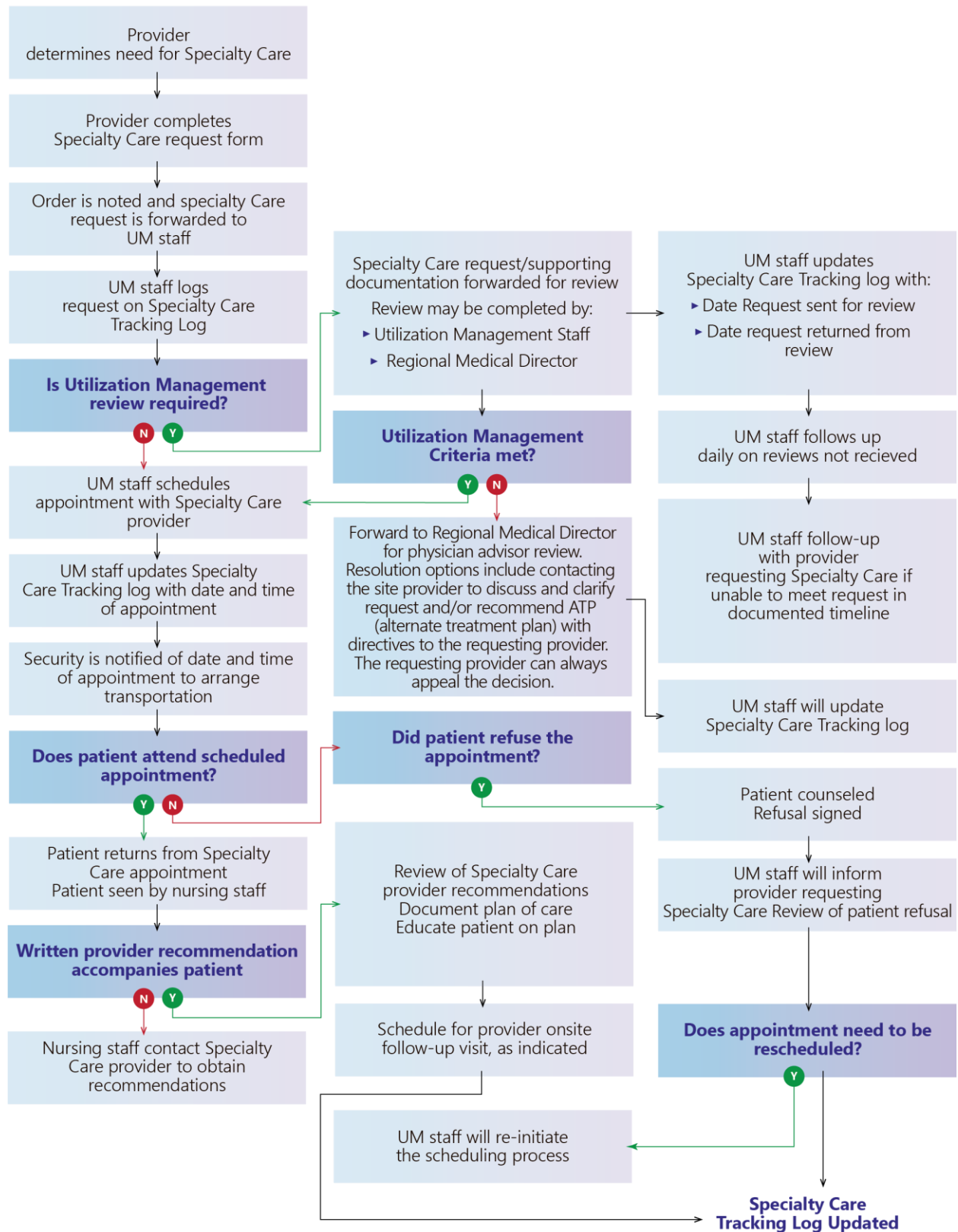
When a patient requires offsite or specialty care services determined subsequent to a thorough clinical examination, the provider will generate a timely written referral to UM including, at a minimum, the patient's current diagnostic testing results, substantive patient history, clinical findings, and assessed urgency of the referral need.

Our UM program will use clinical evidence-based decision support tools, such as Change Healthcare's *InterQual* criteria and our physician-directed UM Business Rules, in determining specialty care referrals, medical necessity of specialty and hospital care, and continued appropriateness of the patient's level of care. The following graphics depict our UM review process for emergencies and for offsite or specialty care services.

Utilization Management: **Emergency Care**



Utilization Management: Specialty Care Process



Service Delivery Criteria and Procedures

Service Type	Criteria	Processes & Procedures
Offsite facility, continued stay or specialty care	<p>Centurion will use Change Healthcare's InterQual as well as our physician-directed UM Business Rules to determine the medical necessity of admissions to offsite facilities for medical services.</p>	<p>We will utilize our UM process to determine the medical necessity of and to authorize specialty care consultations and procedures. We will utilize our concurrent review process and retrospective reviews to determine and validate medical necessity for stays in an offsite facility and specialty care received. Retrospective reviews consider medical services already provided including emergent care cases.</p> <p>We will use our prospective and concurrent review process to ensure medical necessity of inpatient stays. Centurion's concurrent inpatient review process will:</p> <ul style="list-style-type: none"> ▪ Assess a hospitalized patient's clinical status and severity of illness ▪ Determine intensity of services, level of care needed and appropriateness of treatment provided ▪ Verify need for continued hospitalization and facilitate implementation of the patient's care plan ▪ Promote and monitor timely care, quality care, and positive clinical outcomes under standards of care <p>Information assessed during the concurrent review process will include:</p> <ul style="list-style-type: none"> ▪ Clinical information, initiation of discharge planning and the treatment plan of care ▪ Diagnostic information and comorbid conditions ▪ Assessment of admission, ongoing clinical status to facilitate safe discharge to another level of care ▪ Review of additional days/services/procedures proposed or clinically indicated ▪ Reasons for extension of the treatment or service and investigation of any new clinical needs <p>Our staff will conduct concurrent reviews throughout the patient's stay, with each hospital day approved based on review of the patient's condition and evaluation of medical necessity. If services cease to meet criteria, and the patient meets discharge criteria and/or alternative care options, our UM staff will contact the hospital's attending physician and obtain additional information to justify continuation of services with referral to the medical director to review if unable to determine medical necessity. UM nurses will conduct discharge planning during the admission review and at each concurrent review to plan for the most appropriate, timely and cost-effective alternative for inpatient services.</p>
Admission to the infirmary and other medical or specialized units	<p>Centurion providers, informed by Clinical Guidelines, will determine the medical necessity of admissions to the infirmary and/or other specialized medical units.</p>	<p>Admission to and discharge from the infirmary occurs via orders of a provider who will make the determination using clinical guidelines as well as an evaluation of the patient and patient's status: observation status, chronic care status, psychiatric status, security housing status. We will track, manage, and review bed space utilization on medical units, on infirmaries and other specialized units including designated accommodated living unit (ALU) as required by GDC UM policy.</p>

Service Delivery Criteria and Procedures

Service Type	Criteria	Processes & Procedures
Inpatient and outpatient surgical procedures	Centurion will use Change Healthcare's InterQual as well as our physician-directed UM Business Rules to determine the medical necessity of inpatient and outpatient surgical procedures.	Inpatient and outpatient surgical procedures require pre-authorization. We will utilize our UM process, described previously, to determine the medical necessity of and authorize these procedures.
Case management	Patients at high risk of inpatient and high cost service utilization, including exacerbation of symptoms, will be eligible for case management services as well as those receiving inpatient or specialty care services.	Centurion will provide case management services for complex and chronic care patients, including scheduling chronic care visits, facilitating medication and treatment compliance, providing education, and following up on the patient's needs. Our staff will work with patients to develop and implement multi-disciplinary individualized care plans. Case management will occur for patients requiring ongoing inpatient or specialty care services to ensure clinical appropriateness and medical necessity with concurrent review. Our nurse case managers will facilitate communication with the inpatient or specialty care team to: <ul style="list-style-type: none"> ■ Track the patient's condition and progress ■ Conduct chart reviews to ensure compliance with treatment guidelines and patient-specific care plan including projected length of stay and any variation with actual length of stay ■ Assess and update patient coverage ■ Identify potential quality of care concerns or patient safety events requiring additional review ■ Complete transition and discharge plans for patient care beginning at initiation of admission or specialty care services through post-discharge coordination of services ■ Ensure involvement of multidisciplinary providers and GDC discharge nurses to ensure follow-up and appropriate placement and housing of returning patient
All inpatient, specialty and any other services falling under UM	Centurion will use Change Healthcare's InterQual including our physician-directed UM Business Rules, evidence-based clinical guidelines, medical necessity and assessed level of care to determine clinical appropriateness of services performed	Our staff and medical leadership will complete retrospective review of clinical and administrative information following completion of inpatient, specialty, or any other service falling under UM to ensure clinical appropriateness of services provided. Our retrospective reviews will include the following: <ul style="list-style-type: none"> ■ Confirming patient eligibility and availability of benefits/Medicaid ■ Reviewing claims and denials for medical necessity and level of care ■ Verifying provider clinical documentation supports coverage determination ■ Ensuring administrative and contractual compliance ■ Providing physician and clinical education to inform care delivery strategies, highlight trends, and support population health management ■ Collaborating with pharmacy supplier to align pharmacy and physical care approaches including formulary updates and/or new pharmacy trends

UM services will include working with other vendors to identify the processes, services, and issues that affect the cost of care and identify potential areas for improvement in clinical outcomes or service delivery. This includes working with inpatient and outpatient providers, facilities and subcontractors, and using data to determine the clinical and cost efficacy of services provided. This data may include demographic information related to health risks, utilization trends and other medical management data, patient and provider grievance, complaint, and appeal trends, access and availability audits, online sentinel event logs, and paid claims payment statistics. Additional data sources include issues identified during case management and referrals from sources indicating potential problems or suspected fraud or abuse, including those identified by affiliated hospitals and contracted providers.

We will compile reports on the fiscal and operational efficacy of our services and will share them with the GDC regularly. We will also use these reports to identify and recommend opportunities for program enhancement. As part of this and our CQI process, we will also share outcomes data with other stakeholders including the following:

- ATP %
- Provider Score Cards – Details Authorizations by Provider and Procedure
- Review of Laboratory prescribing
- ER Send outs Overview
- OSEL – Sentinel Event Reporting

MedWatch Utilization Management Tracking System

MedWatch our member-centric platform for utilization coordination and management through our HPI Claims Processing System, will also support our population health management approach.

MedWatch includes data on eligibility, claims payment, and inpatient and outpatient utilization, and helps Centurion staff profile, measure, and monitor patient utilization of healthcare services.

Claims Processing

Centurion will utilize Health Plans, Inc. (HPI) to provide advanced claims processing for the Georgia medical program.

Claims Processing Approach

The ClaimsBridge Connect software securely connects providers with payors and administrators to streamline claims processing, reduce redundancies, and increase scalability. The system boasts an array of technology-enabled services that automate all or portions of the complex claims processing lifecycle that begins with claim capture, followed by data conversion, validation, repricing, and payment processing. The approach includes:

- **Electronic Data Interchange (EDI)** – Transaction management for virtually all EDI claim formats, standard or proprietary
- **Contract Pricing and Repricing** – Automation of the repricing process using business rules and pricing structures applicable to GDC
- **Paper to EDI Services** – PPOs and providers that are 100% paper-based can transition to EDI smoothly by inexpensive off the shelf scanners, online imaging, mailroom services that dovetail with its EDI claims routing

- **Data Validation and Scrubbing** – Industry standard code sets and HIPAA specifications to validate claim format and content, along with artificial intelligence techniques to automate the validation processes. Claims that cannot be automatically processed are handled through user-friendly manual exception management queues in the Web Portal. Client provider and eligibility data can be used to match incoming claims. The matching algorithms follow each client's specific business rules. Under this scenario, when a match is made, demographic data can be overwritten in order to deliver a readily adjudicable claim. All changes are tracked in the audit trail and can be easily viewed.
- **Routing Services** – ClaimsBridge Routing Services evaluate each claim, based on the business rules of our clients, to determine each claim's next recipient. The rules based routing engine handles complex flow paths efficiently with full tracking capabilities. The use of the routing service is largely transparent to ClaimsBridge clients but the benefits are significant.
- **Web Portal** – A interface that helps clients to view or manipulate data. This secure, easy to use website means that users can always access their data and are never required to have the latest update of software.

Centurion will meet GDC requirements for electronic record keeping of claims information, upfront triage of claims, tracking of claims and any claim disputes, and claims reporting requirements. We will train GDC identified staff to access claims data as required.

Claims Processing Distinctives

Provider Agreements. Centurion will establish written agreements with providers, inpatient and outpatient facilities, and community programs who will provide specialty services to GDC patients. Our agreements will include requirements related to the delivery of high quality, evidence-based, and timely services as well as payment rates that details exceptions, disputes, and appeals and claims processing requirements.

Claims Payment. We assume responsibility for making sure that all providers and subcontractors receive payment in a timely manner and in accordance with the terms of the invoice. Our internal expectation is to pay all clean claims within 15 days of receipt.

Fraud Prevention. In addition to the accuracy of claims processing, HPI provides our clients with a multi-pronged approach to fraud, waste, and abuse. HPI ensures any provider billing for service is a legitimate provider through a combination of the NPPES NPI registry along with verification/validation via W-9 forms. HPI also scrubs\analysis' professional claims through our Optum iCES code editing software within our claims system. This approach helps ensure "real" providers are billing for services along with ensure the service match the NCCI coding edits.

Disputes and Appeals. In the unlikely event that a claim is formally disputed, the provider can consult with Centurion's dedicated claims processing staff to ensure that all applicable procedures, as outlined in the subcontractors Provider Manual, have been exhausted. The provider and Centurion will then engage in a period of good faith negotiations, which must be initiated within one year of the service and not exceed a period of 60 days. If, after 60 days of negotiation, we do not reach an agreement, the provider and or Centurion may pursue arbitration. Arbitration must occur within one year of good faith negotiations terminating.

Outpatient Services and Patient Consults

Centurion will provide outpatient, specialty and consult services using an established UM approach that ensures patients have access to healthcare services that meet current industry and community practices and standards under evidence-based clinical guidelines.

Approach

Patients will receive clinically appropriate and medical necessary services by qualified providers. Our onsite Centurion providers use our proprietary *Clinical Guidelines*, based on evidence-based guidelines and recommendations from expert medical organizations, for a range of diagnostic and treatment interventions including disease management guidelines for chronic and/or infectious diseases and prescribing guidelines for specialized medical conditions.

In addition, onsite providers access board certified specialists through the RubiconMD web-based eConsult system.

Specialty Care Services

Centurion uses evidence-based decision support tools including Change Healthcare's InterQual criteria to inform decisions regarding specialty care services. InterQual criteria take into consideration severity of illness, comorbidities, complications, and intensity of services needed. Our reliance on InterQual® criteria assists our UM and provider staff in making sure patients receive timely specialty care, onsite or offsite, at the right level to avoid preventable healthcare crisis.

Outpatient services and patient consults will be completed in compliance with ACA and NCCHC standards and GDC SOPs including 507.04.09, *Hospital and Specialized Ambulatory Care*, SOP 507.04.10, *Consultations and Procedures*, and SOP 507.04.11, *Referrals for Outside Health Care Services* and others. We will adhere to the Statewide Correctional Repository and Information System (SCRIBE) requirements as required by the Department. We will partner with the GDC to review and streamline protocols for patient referral to specialty and consultation services and ensure efficient and timely healthcare services.

Our specialty services network will utilize community facilities, programs, and local providers onsite through clinics or telehealth as available, or offsite in community locations.

Utilizing a dedicated team of consult coordinators, we will ensure tracking of the specialty service request from initiation through completion of appointment and acquiring all applicable documentation. When an onsite provider determines that a patient requires specialty care services, the provider will generate a request for specialty services. The written referral, submitted to UM staff in a timely manner, will include, at a minimum, the patient's current diagnostic testing results, substantive patient history, clinical findings, and assessed urgency of the referral need. Our UM staff will process referrals based on the urgency of the request and complete review activities within GDC expected timeframes using clinical criteria and evidence-based guidelines.

We provide a regional or centralized approach to consultations, pre-authorization and scheduling of outpatient specialty services through our regional medical director and UM nurses working with onsite providers, healthcare administrators, consult coordinators and scheduling staff. We maximize in-prison specialty consultations through onsite clinics and telehealth utilization with an established and proven record of accomplishment.

When offsite services are necessary, we will coordinate all offsite healthcare referrals with GDC institutional staff and endeavor to consolidate the scheduling of appointments and services for patients with community physicians, hospitals, and other providers to minimize the number of trips or security officers required for such visits. Through appropriate management of patient appointments, including utilization of telehealth services, we consolidate and effectively minimize the number of trips required for offsite specialty medical services.

Hospitalizations and Medicaid Enrollment

Centurion prioritizes seamless access to hospital networks to meet the needs of incarcerated patients throughout our correctional healthcare programs nationwide.

Our UM processes involves a retrospective review of emergent care as well as a concurrent review of any specialty or inpatient hospital services resulting from emergent care.

Concurrent Reviews

Upon patient admission to a hospital or healthcare facility, our UM nurse will follow-up daily on the patient's status and continued need for inpatient care. Centurion's concurrent inpatient review process will:

- Assess a hospitalized patient's clinical status and severity of illness
- Determine intensity of services, level of care needed and appropriateness of treatment provided
- Verify need for continued hospitalization and facilitate implementation of the patient's care plan
- Promote and monitor timely care, quality care, and positive clinical outcomes under standards of care

Information assessed during the concurrent review process will include:

- Clinical information, initiation of discharge planning and the treatment plan of care
- Diagnostic information and comorbid conditions
- Assessment of admission, ongoing clinical status to facilitate a safe discharge to another level of care
- Review of additional days/services/procedures proposed or clinically indicated
- Reasons for extension of the treatment or service and investigation of any new clinical needs

The UM nurse will conduct concurrent reviews throughout the patient's stay, with each hospital day approved based on review of the patient's condition and evaluation of medical necessity. If services cease to meet criteria, and the patient meets discharge criteria and/or alternative care options, our UM staff will contact the hospital's attending physician and obtain additional information to justify the continuation of services with referral of the case to the medical director to review if unable to determine medical necessity.

Retrospective Review

Our UM nurses and medical leadership will complete retrospective review of clinical and administrative information following completion of emergency and inpatient services to ensure clinical appropriateness of services provided. Our retrospective reviews will include the following:

- Confirming patient eligibility and availability of benefits/Medicaid
- Reviewing claims and denials for medical necessity and level of care
- Verifying provider clinical documentation supports coverage determination
- Ensuring administrative and contractual compliance
- Providing clinical education to inform care delivery, highlight trends, support population health management
- Collaborating with pharmacy supplier to align pharmacy and physical care approaches

Medicaid Eligibility

We will identify and enroll GDC Medicaid-eligible patients admitted and hospitalized for over 24 hours in collaboration with the Georgia Department of Community Health (DCH). We will coordinate with GDC and DCH to review all claims paid for hospitalized and admitted patients.

Our nurses will inquire about the patient's history of community insurance coverage and prior eligibility for Medicaid beginning at intake. Individuals with Medicaid eligibility suspended upon incarceration are Medicaid eligible upon return to the community and/or when admitted to the hospital for more than 24 hours.

We will ensure completion and submission of the Medicaid enrollment form. Upon anticipation of prolonged hospitalization, we will ensure completion and filing of a Medicaid application prior to the hospital admission if possible. Additionally, patients who demonstrate a high likelihood of hospitalization, based on history, age, or medical conditions, will have Medicaid applications completed in anticipation of a potential hospitalization. For GDC patients sent out on an emergent basis then hospitalized for a period to exceed 24 hours, we will take steps necessary to ensure completion and submission of the Medicaid application.

Electronic Health Record (EHR)

Centurion will work with the EHR provided by the GDC.

In our response to RFP Attachment D, Question #18 *Electronic Health Record (EHR)*, we introduced our IT and EHR team members and their qualifications. In addition to Centurion's dedicated IT and EHR teams, consisting of over **100 full-time staff** between the two departments, Centurion has a separate telehealth management team focused on the IT infrastructure, equipment and software needs specific to our extensive telehealth program.

Centurion's Telehealth Management Team and Experience

Centurion uses a corporate team dedicated to telehealth to address each aspect of telehealth implementation and management in our contracts, including the clinical, operational, and technical processes that are required for effective telehealth programming. We will provide GDC facilities with corporate and local expertise on an ongoing basis to ensure an effective, growth-oriented telehealth program. Our telehealth team oversees Centurion's current telehealth program consisting of 15 different clients, most of which are statewide DOC systems.

Approach to Meeting GDC's IT Systems Requirements

Centurion will provide the GDC IT network infrastructure for all healthcare related functions and required interfaces, including core systems, processes, network environment, and telehealth systems. This will include providing all necessary computer hardware, software, and necessary peripheral equipment. Our IT system will meet or exceed the IT requirements noted in RFP Attachment B. *Scope of Services, Sections F, IT Systems.* As a sample, we include a general IT startup plan to give the Department a general idea of the processes as Supplemental Attachment 6 – IT Sample Startup Plan. This plan is a *sample*, the tasks and sub-tasks with their respective duration will be edited and finalized for the Georgia medical program.

Our proposed staffing matrix will include several IT positions to ensure not only a smooth IT infrastructure and equipment transition, but to provide ongoing, onsite IT/ Telehealth support for users and designated GDC staff. Our onsite IT staff will work closely and cooperatively with the GDC leadership and all other healthcare vendors to ensure a smooth transition to an electronic health record system, including all initial and ongoing staff trainings.

Core Systems, Processes, and Network Environment

Recommended End-User Solution. Centurion will provide each of the IT end-user solutions required for this procurement. This will include personal computers, thin clients, laptops, tablets, mobile devices, scanners, printers, as well as all telehealth solution equipment, including peripheral equipment. We have standardized the computer equipment that we provide to healthcare staff to ensure they can function at the highest level with some of the most efficient computer systems on the market. The standard computers we provide to our staff are Dell 24" All in One computers with i9 processors and 32GB of RAM, along with Dell Tough Books for medication passes and modern tablet solutions for telehealth operations.

We appreciate that GDC staff will be available to join us for onsite IT facility assessments to assist in our selection of IT hardware and software solutions that meet the GDC's plant and IT infrastructure systems currently in place. Centurion will remain flexible to ensure IT operational success and financial responsibility by providing the most cost-effective solutions for staff at each GDC facility.

Operations in Online/Offline Environments. If for some reason network connectivity were lost at the GDC facilities due to GDC Intranet issues, or loss of facility power, GDC would revert to their paper-based operations that are part of any organization's contingency plan. Once the EHR system restores connectivity, staff would scan paper-based records into the patients' electronic records. Users will also evaluate, and if appropriate, manually set up any additional actions, events, or appointments that would have resulted if they had completed the forms in the EHR system.

Operations in a Paper-Based Medical Record System. We understand GDC recently converted their paper-based medical record system to an automated electronic system, ERMA, with processes including Physician Order Entry and Electronic Medication Administration (eMAR). Our proposed solution will continue to be electronic and adhere to all electronic health record requirements.

Procedures and Protocols for Recovery and Compulsory Downtime. Centurion will follow industry best practices for maintenance and operational enhancement windows to include formal change management process and communication for each. Centurion will have policies to provide backup disaster recovery plans and support to ensure prompt recovery. In the event of a server failure,

Centurion or the chosen solution will replace defective components immediately, most without any disruption to productivity.

Customer Service and Support to Resolve IT Issues. Centurion's IT helpdesk will serve as the first level of helpdesk assistance. We employ an in-house 24/7 IT Call Center based out of Tallahassee Florida. We do not outsource any aspect of our IT services to ensure operational efficiencies and security. If needed, our helpdesk can escalate unresolved issues to Centurion's IT team, EHR team, the EHR solution's Helpdesk, or Centurion's analytics department.

Hardware and Software Cost Models. Prior to EHR implementation, Centurion will conduct a site assessment, in collaboration with GDC, to determine any necessary end-user equipment needs to implement the EHR solution successfully. This includes workstations, third party software and peripherals such as printers, scanners, signature pads, laptops and tablets.

IT Security

Centurion's IT Security Experience, Qualifications, and Performance

Our secure network infrastructure will comply with the Health Insurance Portability and Protection Act (HIPPA), and the Health Information Technology for Economic and Clinical Health (HITECH) requirements and standards. Our IT infrastructure and protocols for the GDC will meet CJIS standards across all our core functional disciplines. This includes operational effectiveness where Centurion's network extends behind prison walls and comingles with respective Departments of Correction.

We provide corporate oversight and support of privacy compliance standards. Our compliance department provides annual trainings and education, establishes corporate wide policy and procedures, and provides investigation and response to reported compliance breaches. Through collaboration with our GDC regional office and Health Services Administrator (HSA), all healthcare employees will receive the necessary training to protect personal health information (PHI). At minimum, this includes:

- Protection of PHI during work hours
 - Staff will close the doors to file rooms or other areas where we maintain shared, department file cabinets when not in use, and lock them after work hours.
 - Staff will utilize the CTRL + ALT + DELETE function to lock computer when leaving their workstation. We will not post or store passwords on or around computers.
 - Staff will retrieve faxes and printouts in a timely manner.
 - Staff will not discuss PHI in public areas.
 - We prohibit the use of external storage devices, such as USB flash drives, unless authorized by the Compliance Officer and/or IT Security.
 - We prohibit staff from transferring company data to any other media device, such as a CD or diskette, unless authorized by the Compliance Officer and/or IT Security.
 - Staff will properly dispose of PHI in shredders or confidential disposal bins and not in ordinary, multipurpose trash receptacles.

This training includes a similar list of security protocols for PHI protections at close of business or shift change. Centurion also provides online education related to protecting patient privacy through Centurion University. If a breach of PHI occurs, we train our staff to report the concern to their immediate supervisor and/or HSA immediately. Upon notification, the HSA will be responsible for reporting such concerns to the GDC. Should employees feel further investigation is necessary, beyond the actions of their immediate supervisor, they have unrestricted access to a 24-hour compliance hotline to report potential PHI breach or systems concerns.

Approach to IT Security

Centurion will maintain personally identifiable information (PII) in a secure manner consistent with the confidentiality and security needs of the GDC facility and in conformance with HIPAA, NCCHC, and Digital Asset Management (DAM) protocols. They will also comply with all other applicable laws, rules, and regulations and GDC SOPs.

Centurion's core IT infrastructure and operations all run out of a minimum Tier 3 data center. We will leverage Microsoft Azure GCC private infrastructure. Centurion will follow industry best practices for maintenance and operational enhancement windows to include formal change management process and communication plan for each.

With several participating organizations providing aspects of the GDC physical health delivery services, we understand the need to include all necessary stakeholders in understanding who is responsible for what as it relates to the supplied EHR and network infrastructure security. With that in mind, we assume the following security organizational structure as outlined in the RACI chart below until further review and approval during the contracting and implementation phases of the project.

EHR IT Security RACI Chart Assumptions

Project Requirements	Responsible	Authority	Consult	Inform
GDC Standards Compliance	EHR Solution/GDC	GDC	Centurion	Project Team
EHR Application Configuration	EHR Solution	Centurion	GDC	Project Team
EHR Application Database	EHR Solution	Centurion	GDC	Project Team
EHR Interfaces	EHR Solution	Centurion	GDC	Project Team
Data Center to GDC Communications	EHR Solution	Centurion	GDC	Centurion
GDC Internal Network Communications	GDC	GDC	EHR Solution/Centurion	Project Team
Security Incident Responsibilities	EHR Solution	Centurion	GDC	Project Team

Data Backup and Storage

Data Backup and Storage Qualifications, Experience, and Performance

Centurion recognizes that one of the primary reasons for establishing IT data backup and storage systems and protocols is to mitigate against unexpected disruptions in IT services due to power failures, system malfunctions, hacking, and other emergency or disaster situations that contribute to

these types of occurrences. As such, we have deployed companywide IT disaster recovery and business continuity plans and procedures to assist in preventing interruptions in the use of networks and software vital to continuity of business operations at the corporate level and for each of our correctional programs. The Business Continuity Plan (BCP) documents processes, recovery tasks, strategies, personnel and other resources that could be used by the Management Team, separately or in conjunction with other continuity plans, to respond to a business interruption.

To adhere to RFP requirements, we do not attach any supporting documentation, but we describe below a portion of a recent IT Disaster Recovery Plan (DRP) that we established for one of our correctional partners. Although we are unable to provide our complete IT DRP, due to space limitations, upon contract award we will gladly share our full plan with the GDC upon request.

Centurion operates out of multiple Tier 3+ data centers across the county. The primary data center has the following security features and technical capabilities:

- Exists in the NTT-Data co-location facility in Ashburn, VA (link provided to the Ashburn Data Center in our actual IT DR Plan that provides more information about our NTT-Data facility)
- Houses business critical applications, and most other server/application classifications
- Allows extremely limited and secure access to Centurion's leased space.
- Meets ISO 27001 standards
- Maintains greater than 99.999% uptime
- Entrance requires authorization from the IT VP and is restricted to a limited subset of IT staff members that perform routine hardware maintenance or installs

A declared disaster involving the primary data center will require the involvement of those on Centurion's Disaster Recovery team who have existing access to the facility and the Centurion co-location. Depending upon the extent of the damage, the *disaster recovery lead* assigned to this task by our SVP, Chief Information Officer, **Shant Tossounian**, will communicate with the executive level staff and designated contacts, while the engineer will work with appropriate vendors to restore a base framework of hardware operations. The identified lead will work with the backup administrators and other key members to restore data to working hardware based on application tiers as defined in our applications document.

The general power grid of the building services provides power. The backup generator undergoes a weekly test performed by building maintenance services.

In Centurion's *high-level disaster recovery design*, Centurion utilizes local and cloud technologies that take advantage of both onsite and offsite cloud storage. We replicate the data center server data to a backup appliance on a daily basis. We then replicate the data to a private cloud for extended retention purposes. We keep a full backup, four daily incrementals, and two weekly incrementals, on site within our backup appliance that concurrently copies all incrementals from disk to cloud and keeps an additional monthly and yearly copy for seven years.

Multiple restore methodologies exist and the appropriate choice will depend on the nature of the disaster. If we cannot complete data restores within either data center, the solution has availability to spin up and restore servers in the cloud from replicated/backed up data.

Approach to Data Backup and Storage

Centurion understands the importance of maintaining healthcare staff access to essential software operations in order to maintain continuity of patient care and ongoing administrative operations. These essential systems include, but are not limited to, electronic health records, utilization management, pharmacy services, timekeeping applications, payroll software, telehealth applications, and billing/claims systems. As such, we have developed a comprehensive emergency preparedness plan that includes protocols for ongoing staff access to these and other essential IT infrastructure and software applications, even in times of emergency or other IT disasters.

Preparing for emergencies begins at the highest levels of our organization and includes corporate, regional, and local resources. Centurion uses a multi-pronged approach to emergency readiness that includes:

- Detailed *emergency preparedness plans* that clearly delineate Centurion staff responsibilities and actions during a crisis and *exposure control plans* to address healthcare crisis and pandemics
- Extensive staff training and drills on emergency response and disaster management
- Immediate deployment of corporate and regional clinical and administrative leadership to support healthcare staff and programs impacted by the crisis
- Immediate mobilization of other corporate resources to address national and regional emergencies
- Detailed communication protocols that ensure the flow of accurate information in a timely and effective manner
- A robust information technology system that includes disaster recovery protocols to facilitate communication and patient management

In addition, Centurion will work with the chosen EHR platform to ensure a distinctness in adhering to requirements surrounding frequency and timing of data backup and storage, along with the provision for data retrieval using industry standard interfaces for reporting and integration with other suppliers/solutions.

IT Implementation and Migration

In addition to our corporate IT support, Centurion has a dedicated team exclusively focused on Electronic Medical/Health Records. Having a separate EHR support team is unique in the correctional healthcare industry.

Performance Management

Approach to Performance Management

Centurion will maintain and provide the Department a broad range of statistical data and reports encompassing the full scope of our healthcare services programs, including clinical, operational, and financial data. Our data monitoring, analysis, and reporting will include healthcare service utilization, staffing, performance measures, patient outcomes, CQI audit findings, accreditation readiness and

survey audits, GDC audits, corrective action plan status reports, claims data and trending and financial reports.

Centurion will provide the Department with a comprehensive semi-annual written audit report within 30 days of the end of the first 6-month contract period and within 60 days of the end of each fiscal year thereafter. The report will contain audit results, utilization metrics and a narrative description of program highlights for the year. The annual report will help in making year over year comparisons and benchmarking to inform any modified compliance thresholds for the next year.

Our healthcare administrators at each GDC facility will be responsible for maintaining and reporting data necessary for evaluating all programs and services that we provide under this procurement. Centurion's regional office leadership will provide our facility healthcare administrators with standardized performance measure audit tools, recording/monitoring protocols, and report templates to ensure completeness and accuracy across each of the GDC's facilities. If desired by the GDC, Under the guidance of the Director of Performance Management aggregate site-level performance metrics will roll up into statewide performance measure report, along with a narrative summary highlighting important compliance trends, whether positive or negative, across the State. Our regional leadership team including CQI staff will also assist site-level administrators with establishing and maintaining any needed corrective action plans should any performance measures fall below established compliance thresholds.

We can provide the GDC with real-time access to our performance measure reports through our web-based platform, **SharePoint or something similar**. This access will allow the GDC to monitor the status of our meeting contractual obligations in real-time. We will also provide any additional status reports requested by the GDC in a responsive and timely manner and facilitate onsite performance and quality of care monitoring by the Department at all of our GDC facility-based Centurion programs.

Distinctiveness in Line with the GDC's Goals

Maintaining and improving an effective healthcare program requires consistent monitoring, auditing, and reporting to identify areas for improvements on an ongoing basis. Centurion has established a number of software systems and resources to support our programs in providing state-of-the-art auditing, data analytics and reporting platforms.

Our designated CQI team will assist our clinical leadership team with establishing program and process monitoring tools and tracking methodologies, and in completing audits and program/service reviews. Additionally, our corporate CQI director will work with regional and GDC staff to identify any requirements specific to CQI, grievance and oSEL tracking and notification.

In collaboration with the GDC, compliance indicators will initially include items from the following areas:

1. Tracking and monitoring hospitalization
2. Retrospective review of ED utilization
3. Infirmary Care
4. Sick Call
5. Backlogs in key clinical areas
6. Medication Administration

7. TB Testing
8. Intake process and timeliness
9. Restrictive Housing Rounds
10. Grievances trends

Additional items will be monitored and reported as identified needs arise.

Centurion routinely measures expected and achieved outcomes for services provided to patients through our CQI program. We will use process and outcome studies and routine program reviews to assess the effectiveness of the services we offer. Our CQI audit process will allow us to determine if we are meeting program and service expectations and includes the use of corrective action plans to address any identified deficiencies.

We will also use our annual peer review process to address clinical issues, such as documentation compliance and quality. Program clinical supervisors will provide additional compliance and quality reviews through chart reviews, performance evaluations, and supervisory meetings.

We will further use data and reports generated through the electronic health record and other software solutions, along with GDC required reports to identify and respond to any shortfalls in staffing, service delivery, and/or other GDC operational and administrative requirements.

Reports

Name of Report	Contents	Frequency	Responsible
Hospital Log	Itemize number of II's in outside hospital	Daily	UM
ED Log	Itemize which II's by facility and provider were sent to OSH	Daily	UM
Staffing	Identify vacancy rates by facility and types of positions	Weekly	Operations
Contracting	Provide online access to Contracts	Ongoing	Network Development
Utilization Management	ATP% by provider	Monthly	UM
	Turnaround time	Daily	UM
Consult Compliance	Review numbers of requested consults		
Claims Processing	Details on claims payment, outstanding claims and recovered payments	Monthly	Network Development
Claims Processing	Adhoc reporting on claims to include		Data Analytics

Reports

Name of Report	Contents	Frequency	Responsible
	ICD10 and CPT codes, Medicaid billing, claims incurred but not reported		
Population Health Management	Backlogs for key clinic areas by facility	Weekly	H.S.A.
	Sick Call numbers	Monthly	
	Numbers in chronic clinic	Monthly	
	Lab KPI	Monthly	
CQI	Reporting on contract compliance items	Monthly/Quarterly	
	Status report for ACA accreditations		
Infirmity Management	Infirmity Tracker to have visibility of patients occupying which beds	Daily	Bed Manager
Annual Report	Review clinical, administrative and fiscal components of the contract	Annual	Operations
Business Continuity and Disaster Recovery	Disaster Review	Annual	Operations

In addition to our internal CQI and reporting process, we will work with the Department and GDC reviewers to ensure that our performance and services meet established and expected outcomes. We will also review our ability to meet expected outcomes through our preparations for ACA surveys, to ensure that we meet accreditation standards on an ongoing basis.

We customize process and outcome indicators, and their associated audit tools, to the specific needs of our clients. The regional CQI team, GDC leadership, local facility administration, and each facility-based multidisciplinary CQI committee will collaboratively determine the focus of process and outcome studies collaboratively.

If performance metrics should ever fall below established compliance thresholds, Centurion requires initiation of a corrective action plan (CAP) to document and monitor action steps for targeted improvement goals, including any necessary training and education plans. For the GDC this will include any service delivery deficiencies identified during GDC audits, and we will follow the GDC-approved timeline for improvement. Following contract award, we will provide the GDC with copies of

our Corrective Action Planning Instructions. We designed this tool for healthcare staff as an aid to initiating and following through with corrective action plans and identified steps.

Centurion will provide the GDC with routine staffing reports upon Department request.

In addition to our contract-specific clinical leadership and management staff, we will make available two other corporate resources, unique to Centurion, to support comprehensive healthcare audits and data analysis. Our clinical operations team will be available to the GDC for consultation on audit findings, program review, and the development of any needed program enhancements. Centurion's analytics and informatics department can assist onsite clinical staff and our correctional partners with exploring ways to maximize the use of collected data, including data collected from EHR systems and our Director of Performance Management closely monitors compliance with contracted performance measures.

Transparency and Reporting

Qualifications

Centurion is a strong proponent of transparency and using data to inform program evaluations and enhancements. We customize our reports to meet the unique requirements of each program and ensure their timely delivery. We routinely meet with our agency partners in our healthcare contracts nationwide to review findings, including any trends we have identified in service utilization or delivery. As needed or requested, we develop ad hoc reports, including information needed for program reviews, cost analysis, legislative reporting, and other agency needs.

Depending on the scope of our healthcare program, we provide routine monthly, quarterly and annual reports covering a range of financial, operational, and program metrics. For example, we routinely report on health services utilization, claims, chronic diseases, infectious diseases, specialty care and consultations, telehealth metrics, staffing and service hours, hospitalizations, serious incidents or adverse events, continuous quality improvement (CQI) studies and findings, equipment inventory, and others. Our medical and contractual compliance reports assist our DOC partners and Centurion to track, trend and predict future healthcare costs.

Centurion has an effective and growing analytics and informatics department to support our staff and clients that leverages information systems and offers more effective and efficient data collection, analysis, reporting, utilization, and data-informed decision-making. With secure health information technology, the GDC will benefit from data-driven approaches that improve the quality of care, decrease per capita costs of care, and improve population health. Some of the specific services this department can provide the GDC include:

- Project and risk management support
- Information systems management support
- Quality, process, and outcomes improvement
- Liaison between technical and clinical groups
- Metric and measurement development
- Program and intervention evaluation support
- Strategy development
- Data interpretation – turning data into actionable information

- Healthcare information security and privacy consults

Experience and Performance

Centurion's Approach to Transparency and Reporting

Centurion will maintain a broad range of statistical data encompassing the full scope of our healthcare services program for the Department, including clinical, operational, and financial data. Our data monitoring, analysis, and reporting will include healthcare service utilization, staffing, performance measures, patient outcomes, CQI audit findings, accreditation readiness and survey audits, GDC audits, corrective action plan status reports, and financial reports.

As part of the implementation process, we will define all reports, timelines, and parameters. Our local reporting team, with support from our data analytics and informatics department and project management department,, will ensure that we deliver each report on time and in the format requested by the GDC.

In addition, upon GDC's request, we will provide ad hoc reports on operations and costs including service utilization and patient quality outcomes if requested, raw underlying data in a format analyzable by GDC staff upon request, and new metrics and reports identified collaboratively with Centurion and deemed useful for evaluating and improving the healthcare services program.

For the GDC, we will ensure comprehensive reporting and the utilization of internal data to analyze treatment outcomes as well as to identify opportunities to healthcare service delivery and administrative efficiency. We will provide the GDC with annual financial and programmatic audits in order to report contract compliance with expected levels of service and key performance indicators. Examples of the indicators will monitor and report on include, but are not limited to staffing, physical health service delivery, financial accounting, and other operational metrics as determined by the Department.

In addition to monitoring, analyzing, and reporting on each of required metric reports, Centurion will provide the GDC with a narrative monthly performance summary report and a comprehensive annual report that contains utilization metrics and a narrative description of program highlights and accomplishments for the year. Our local management staff will be available at all times to review report findings, provide feedback and recommendations, and respond to GDC inquiries and questions regarding the data provided.

Centurion will provide the GDC with standard reports in the format and frequency of GDC's choosing. We will define the GDC's reporting requirements as part of the implementation process and can make changes to the standard report formats, frequency, and content throughout the course of the program.

We will routinely review all standard reports and work with the GDC to identify and add any new metrics beyond the GDC's minimum requirements that will provide GDC with a more detailed view of the correctional healthcare service delivery system and our performance. We have done so for other clients and will bring this competency to the GDC.

Collaboration with GDC Transportation. Centurion will work closely with facility leadership and staff, including security staff, on managing the needs of patients at each GDC facility. Our healthcare staff will communicate cooperatively with security staff to avoid any negative impact on facility operations or climate, and to safeguard access to care for all patients. We will adhere to GDC security procedures at all times and ensure that healthcare staff receive appropriate training to comply with GDC security policies and procedures. This includes policies related to patient transportation.

Collaboration with the GDC's Pharmacy Vendor. Our goal is to provide optimal healthcare in a cost-effective and responsible manner. We appreciate the key role that collaborating with the pharmacy contractor has in achieving this goal.

Participation and Collaboration in GDC Administrative Meetings

Participation in meetings will include the following:

Title	Purpose	Frequency	Participants
Warden's Meetings	Brief recap of activities for week including anticipated transports, other meetings, staffing concerns, etc.	Weekly	H.S.A. and facility clinical leadership as necessary
Medical Advisory Committee (MAC)	Discuss Service Delivery Processes and challenges. Discuss changes and areas of improvement	Monthly	Health Services Leadership and key classification and security leadership
Monthly CQI Meeting	Discuss and review trends in healthcare delivery metrics. Discuss action items and progress to resolution	Monthly	In conjunction with MAC

Our regional leadership will routinely be available to the GDC Health Services Division and GDC executive leadership. We will participate in bi-monthly meetings, or more frequently as needed, to review the status and operations of the medical services program, address any issues of concern, and discuss any inter-agency program improvement initiatives.

Pharmacy and Therapeutic (P&T) Committee Participation. Centurion will participate in the pharmacy and therapeutics (P&T) committee and all other activities requiring collaboration to support pharmacy services for the GDC. Our regional administrators and/or onsite medical and/or psychiatric directors will consistently participate in the P&T committee meetings responsible for formulary management, applicable policies and procedures review, provider prescription practices, medication error reviews, adverse drug reaction review, and other pharmacy, nursing, and physician-related issues of medication therapy. Additionally, our corporate pharmacy management team will also frequently participate as needed or requested. We recognize that P&T committee meetings provide an excellent forum for the following:

- Review overall medication costs and utilization
- Review the costs and proper usage of non-formulary medications
- Review inspection findings
- Review compliance with regulatory standards

- Focus on traditionally high-cost therapeutic categories such as HIV, Hepatitis C, injectable psychotropics, factor products, immunologicals, limited distribution, and specialty medications
- Discuss industry news that may have an effect on the facility operations and overall pharmacy program management
- Present evidence-based research and disease-state management protocols and updates

Contract Implementation and Transition Management

Approach to Contract Implementation and Transition Management

We recognize that our provided transition plan for this RFP is preliminary and high level. Centurion will meet with the GDC leadership to discuss our proposed plan, identify transition priorities for the initial 30 days, 90 days and first year of the contract. We will make any needed changes to ensure Centurion and the Department have a clear direction that will ensure a smooth transition with the outgoing vendor as well as the initial year of the contract. Centurion will implement our transition plan only after final review and approval by the GDC.

Centurion's Preliminary Transition Plan

A key component of our transition plan involves assigning transition coordination duties to designated onsite Centurion staff for each GDC facility throughout the transition process. During the initial transition phase, our assigned project lead will send human resources and clinical operations team members to key GDC facilities across the state. During this initial period, we will target facilities in each region that have patients with higher acuity levels, including sites with the most intensive physical health program services. Organizationally, we will divide Georgia into four regions with each GDC facility, whether prison, detention center, RSAT, or transitional center, assigned to one region.

These corporate resources will establish relationships and review transition plan activities with the current vendor's leadership, GDC's health services administrators or designees, and designated GDC custody leadership. Once completed at the key high acuity facilities, a similar process will take place for each of the remaining GDC facilities. Some initial contacts may take place virtually, depending upon the needs of each GDC facility, and any pandemic recommendations from the *Centers for Disease Control (CDC)* and or *Georgia Department of Public Health*.

After initial site-level meetings and transition plan activities have been established with all key stakeholders, we will provide designated GDC leadership with routine written and verbal transition progress reports and check in opportunities. These progress reports and meetings will include opportunities for the GDC healthcare and custody leadership, as well as key incumbent health vendor leadership, to provide input into the transition process. The frequency of these transition progress reports and meetings will be determined collaboratively with the GDC leadership. We recognize that each GDC facility's healthcare service needs and required transition activities will vary depending on the scope of services provided at the individual facilities. Our transition planning and progress reporting will reflect these differences in accordance with best-practice project management guidelines.

Core Transition Team. We will oversee our core transition team and facilitate all processes and deliverables in relation to our transition plan. Centurion will deploy our core transition team immediately after the contract award date. Our primary transition team leaders are the following:

- Tim Harlin
- Victoria Love, MS – Co-Chief Operating Officer
- Johnny Wu, MD – Chief Clinical Officer

Our project management team will identify necessary levels of communication and ensure the transition team is meeting the parameters of the Master Project Plan. . The weekly implementation reports will include, but not be limited to, the following:

- A complete list of tasks, deliverables, and milestones for each time period until the actual transition date
- Completion status of tasks, deliverables, and or milestones. For any area incomplete or behind schedule, we will discuss actions to complete the task or actions necessary to bring the area back on schedule
- Identify, discuss any potential risks for completion of tasks and modify actions, deliverables and/or milestones as indicated
- Other information requested by the GDC

In addition to our primary transition leads noted above, for the GDC contract transition we will include other key corporate departments, such as recruitment, human resources, information technology, telehealth, network development, clinical operations, payroll, utilization management, and others, as needed. Our corporate level staff and transition leads will work closely with our identified regional office and other onsite leadership staff to ensure a smooth transition of medical services from the current medical vendor.

Plan for Transitioning Key Onsite Leadership Staff. We know that incumbent health staff can become anxious after learning about a pending contract transition in terms of how the change might affect their employment. Therefore, one of the first and most important steps we take is to engage current site staff and initiate onsite and video/conference calls to help calm concerns and introduce the process for transitioning.

Within the initial week following contract signing, we will conduct an initial meeting with identified GDC and Centurion contacts to discuss transition activities, identify/determine ongoing meeting frequency, introduce key transition staff, and discuss key transition activities and potential transition concerns or issues. By making ourselves immediately available to incumbent employees, we stave off negative and false rumors and minimize undue turnover of desirable staff during the transition. We expect the same results in the GDC.

To ensure appropriate leadership oversight for each GDC facility, organizationally we will divide the state into four regions, with each region having their own regional manager and other key support positions. Our regional office, at a minimum, will have the support of onsite staff in following key positions:

- Vice President of Operations
- Statewide Medical Director
- Regional Medical Director
- Director of Nursing
- Project Manager
- IT/EHR Manager
- CQI Coordinator/Accreditation Manager
- Telehealth Manager

Overview of Leadership Transition Activity Timeframes

Within the initial week following contract signing, we will conduct an initial meeting with identified GDC and Centurion contacts to discuss transition activities, identify/determine ongoing meeting frequency, introduce key transition staff, and discuss key transition activities and potential transition concerns or issues. To facilitate this discussion, Centurion transition leads will provide our transition plan for review and/or discussion to clarify transition activities. We provide a summary of key administrative transition activities and their recommended timeframes in the following table:

Key Contract Implementation Activities and Timeframes

Timeframe	Transition Activity
Completed Prior to Contract Signing	Identify and assign Centurion staff for the Human Resources (HR) team meetings and introductory regional office and site visits; assign Centurion clinical operations staff for initial onsite introductory site visits. Identify draft schedule for HR and clinical operations site visits.
First Week After Contract Signing and Notice of Approval to Initiate Communications	Conduct initial meeting with GDC leadership; receive approval for introductory letter; determine process and identify/finalize sites and site visit dates for access to GDC facilities; provide information on Centurion HR/Transition introductory team members including names, dates scheduled on site, clearance information, and goals of HR/Transition Team Introductory onsite visits. Initiate routine facility-level transition meetings with facility managers and Centurion transition team members. Review with GDC leadership Centurion's initial plan for all current personnel (line and upper management) that we do not plan to retain. Update plan, as needed, once GDC approves contacts with Wellpath staff and interview process with incumbent staff begins. Review with GDC the status of any corrective action plans from both internal and external stakeholders. Conduct a thorough analysis of the GDC' IT infrastructure capacity and equipment requirements, as well as the interface needs and requirements for SCRIBE, the Department's OMS. Review preliminary EHR requirements and timeline with GDC Office of Health Services (OHS) and IT staff for planned continuation of ERMA in terms of Centurion usage. Obtain key contact to initiate process of obtaining eligibility files for claims processing
Second and Third Week After Contract Signing	Introductory meetings with each facility manager and facility-based healthcare leadership staff; identify concerns and facility-specific issues related to contract transition and delivery of proposed services; initiate visits by transition teams to meet incumbent healthcare staff and obtain site-specific information concerning processes, contacts for supply and technology questions. Provide draft assignments, and purpose of documented goals of onsite clinical operations transition support. Initiate routine calls with onsite healthcare leadership, Centurion project manager, and regional VP of operations. Clinical operations and designated healthcare administration to facilitate ongoing discussions about transition, support information sharing, and facilitate responding to site questions regarding transition. Continue routine statewide GDC status meetings. Initiate discussion with GDC specific to reporting requirements and begin development of draft reports for submission and review by GDC. Order computers, printers, telehealth, and other IT/telehealth peripheral equipment based on facility-level IT equipment assessments.

Key Contract Implementation Activities and Timeframes

Timeframe	Transition Activity
Fourth and Fifth Week After Contract Signing	Continue outreach to incumbent staff assisting with on-boarding process as necessary; work with the Department to obtain a list of scheduled offsite consultations through the first 90 days of contract and validate current process to ensure ongoing authorization and scheduling of medically necessary care from Wellpath.. Continue with routine GDC status meetings/reporting. Centurion IT, EHR, and telehealth leadership staff meet with GDC leadership and IT staff identify any IT equipment or software support needs that Centurion may need to provide to facilitate or enhance the quality of each interface. Identify the data migration needs and requirements for the pharmacy system, medication order incident tracking risk assessment tool, laboratory, and other required systems.
Sixth and Seventh Week After Contract Signing	Coordinate discussion with site and/or centralized GDC transportation staff to discuss process for providing required data for scheduled and emergent transportation; provide utilization management staff contact numbers and required reporting information to sites. Continue with routine GDC status meetings and facility-level meetings, as needed, with facility manager, or designee. Ensure that all specialty contracts are on schedule to be in place by the contract start date. Report any anticipated delays immediately to GDC, along with the estimated date for contract finalization. Schedule medical equipment and supplies inventory dates for each facility in coordination with GDC and Wellpath leadership to take place within one month of contract start date.
Two Weeks Prior to Start Date	Discuss list of any scheduled hospitalizations immediately post transition, determine a date to begin daily updates from Wellpath regarding current/new/discharged hospitalized patients and facilitate daily review call with GDC and Wellpath utilization management staff through contract transition. Finalize and distribute on-call schedules; provide schedules of providers by site to facility and statewide GDC leadership; inform of any proposed locum tenens usage; provide written transition reports to GDC during ongoing weekly meeting and continue daily, or as needed, facility-level meetings with facility manager, or designee. Confirm established IT support phone numbers for use by GDC and Centurion staff. Establish facility-based training schedule for IT-related equipment and software for GDC and or Centurion staff in need of this training.
Post Contract Start	Identify outstanding transition goals; monitor transition of ancillary service providers; follow up with facility-based healthcare leadership concerning any unidentified issues during transition. Continue with weekly healthcare administration and Centurion statewide operations calls to answer transition questions and maintain an open dialogue with Centurion operations. Begin interviews with GDC and Centurion staff regarding feedback to establish qualitative data to incorporate into our <i>Post Transition Review Report</i> . Continue weekly GDC status meetings and routine facility-level meetings, as needed, with facility managers, or designees, as needed.

Centurion Preliminary Transition Plan for GDC – 90 Day Transition Timeframe

Transition Component	Staff Responsible for the Task or Event	Completion Timeframe from Contract Signing	Target Completion Date
Transition Communication Plan			
Establish key contacts with GDC leadership and other Department leaders	Tim Harlin Vicki Love, Co-Chief Operating Officer	1 day	TBD
Confirm key contacts at GDC facilities for facility administration and health services staff		1 – 5 days	TBD
Establish initial meeting with key GDC staff and Centurion leadership		1 – 5 days	TBD
Prepare welcome letter from Chief Executive Officer		1 – 3 days	TBD
Prepare schedule for site staff and facility administration visits		1 – 5 days	TBD
Obtain approval from GDC to distribute communication and site visit schedule		1 – 5 days	TBD
Provide information to GDC on Centurion Human Resources /Transition introductory team meetings		1 – 5 days	TBD
Notify contracted vendors of transition timelines and discuss transition activities		1 – 5 days	TBD
Develop, distribute information to transition team members and functional leads; set up initial transition internal kick off meeting		1 – 5 days	TBD
GDC Activities			
Schedule initial central office GDC meeting	Tim Harlin	1 – 5 days	TBD
Establish ongoing status/transition meetings for transition period		1 – 5 days	TBD
Establish transition priorities, issues with the GDC		1 – 5 days	TBD
Initial Site Visits			
Identify Human Resources and clinical resources for site visits	Vicki Love, Co-Chief Operating Officer Dana Neitlich, SVP HR	3 – 5 days	TBD
Prepare/finalize materials for site visits		3 - 5 days	TBD
Identify listing of facility locations, contact information, travel information associated with site (airports, hotels, etc.)		4 – 7 days	TBD
Distribute materials for site visits and perform site visit team training conference		5 - 10 days	TBD
Provide clearance information to GDC or designee for site visits by clinical operations, human resources, and/or other transition team members		5 – 10 days	TBD
Discuss/obtain initial site visit information from ancillary providers (Pharmacy, Radiology, Laboratory, others as indicated) and distribute to GDC staff and sites		10 – 15 days	TBD
Operations/Program Transition/Management			
Set schedule for Transition Operations/functional lead discussion/updates	Tim Harlin	3 – 5 days	TBD

Exhibit 3 - Staffing Matrix - 4/10/2024

Overview

1. December 15, 2020 Facility Capacity and Current Population Report
Please refer to Facility matrix, In-prison INSTRUCTIONS tab for additional detail

Legend

Feed
Calc
GDC input
Supplier input required

Staff type	Totals	
	Fully-loaded wages (\$)	# of FTEs
Physician	\$ 10,524,209	33.90
Nursing and allied health	\$ 79,270,976	706.28
Clinical support	\$ 3,049,127	49.00
Management and administrative	\$ 13,057,324	134.60

Estimated FTE hours per week	40
# of weeks per year	52

							Primary care physician					Specialty ca		
Facility	Average capacity (# of offenders) ¹	Physical services (Yes/No)	Regular infirmary (Yes/No)	Diagnostics (Yes/No)	On-site X-Ray (Yes/No)	24/7 coverage (Yes/No)	Est. weekly hours (#)	SWB (\$ / # of hours)	Est. FTEs (#)	Est. weekly rate (\$)	Est. weekly hours (#)	SWB (\$ / # of hours)		
State prisons														
Arrendale SP	1,094	Yes	Yes	Yes	Yes	Yes	0	\$	144	-	\$	16	\$	227
ASMP	1,079	Yes	Yes	No	Yes	Yes	112	\$	144	2.8	\$	0	\$	227
Autry SP	1,044	Yes	No	No	Yes	Yes	0	\$	144	-	\$	0	\$	227
Baldwin SP	902	Yes	Yes	No	Yes	Yes	0	\$	144	-	\$	0	\$	227
Burruss CTC	719	Yes	No	Yes	No	No	30	\$	144	0.8	\$	0	\$	227
Calhoun SP	1,595	Yes	No	No	Yes	No	40	\$	144	1.0	\$	0	\$	227
Central SP	1,106	Yes	No	No	No	No	40	\$	144	1.0	\$	0	\$	227
Coastal SP	1,159	Yes	Yes	No	No	Yes	0	\$	144	-	\$	0	\$	227
Dodge SP	1,141	Yes	No	No	No	No	40	\$	144	1.0	\$	0	\$	227
Dooley SP	1,650	Yes	No	No	No	No	40	\$	144	1.0	\$	0	\$	227
Emanuel Women's Facility	265	Yes	No	No	No	No	40	\$	144	1.0	\$	8	\$	227
GDCP	700	Yes	Yes	Yes	Yes	Yes	56	\$	144	1.4	\$	0	\$	227
GSP	1,399	Yes	Yes	No	No	Yes	0	\$	144	-	\$	0	\$	227
Hancock SP	1,037	Yes	No	No	Yes	No	40	\$	144	1.0	\$	0	\$	227
Hays SP	1,017	Yes	Yes	No	Yes	Yes	40	\$	144	1.0	\$	0	\$	227
Helms Facility	15	No	Yes	No	No	Yes	20	\$	144	0.5	\$	0	\$	227
Johnson SP	1,302	Yes	No	No	Yes	Yes	40	\$	144	1.0	\$	0	\$	227
Lee SP	551	Yes	No	No	No	No	30	\$	144	0.8	\$	0	\$	227
Long Unit	125	No	No	No	No	No	0	\$	144	-	\$	0	\$	227
Macon SP	1,512	Yes	Yes	No	No	Yes	0	\$	144	-	\$	0	\$	227
Metro RF	192	Yes	Yes	No	Yes	Yes	0	\$	144	-	\$	0	\$	227
Montgomery SP	321	Yes	No	No	No	No	12	\$	144	0.3	\$	0	\$	227
Phillips SP	847	Yes	Yes	No	No	Yes	0	\$	144	-	\$	0	\$	227
Pulaski SP	930	Yes	Yes	No	No	Yes	0	\$	144	-	\$	16	\$	227
Rogers SP	1,336	Yes	No	No	Yes	No	0	\$	144	-	\$	0	\$	227
Rutledge SP	548	Yes	No	Yes	No	No	24	\$	144	0.6	\$	0	\$	227
Smith SP	1,460	Yes	No	No	No	No	40	\$	144	1.0	\$	0	\$	227
Special Management Unit (GDCP)	184	Yes	Yes	Yes	Yes	Yes	0	\$	144	-	\$	0	\$	227
Telfair SP	1,233	Yes	No	No	No	No	40	\$	144	1.0	\$	0	\$	227
Valdosta SP	871	Yes	Yes	Yes	No	Yes	0	\$	144	-	\$	0	\$	227
Walker SP	380	Yes	No	No	No	No	12	\$	144	0.3	\$	0	\$	227
Ware SP	1,135	Yes	Yes	No	No	Yes	0	\$	144	-	\$	0	\$	227
Washington SP	1,414	Yes	No	No	Yes	No	40	\$	144	1.0	\$	0	\$	227
Whitworth WF	263	Yes	No	No	Yes	No	40	\$	144	1.0	\$	4	\$	227
Wilcox SP	1,704	Yes	No	No	Yes	No	0	\$	144	-	\$	0	\$	227
Transitional centers														
Arrendale TC	138	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Atlanta TC	259	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Augusta TC	186	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Bacon TC	42	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Clayton TC	338	Yes	No	No	No	No	16	\$	144	0.4	\$	0	\$	227
Columbus TC	132	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Hudson TC	130	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Macon TC	148	No	No	No	No	No	0	\$	144	-	\$	0	\$	227
Metro TC	224	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Phillips TC	189	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Smith TC	151	Yes	No	No	Yes	Yes	0	\$	144	-	\$	0	\$	227
Valdosta TC	145	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
Probation detention centers														
Bacon PDC	63	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Bleckley PDC	73	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Colwell PDC	118	No	No	No	No	No	0	\$	144	-	\$	0	\$	227
Emanuel PDC	213	Yes	No	No	No	No	0	\$	144	-	\$	0	\$	227
McEver PDC	70	No	No	No	No	No	0	\$	144	-	\$	0	\$	227
Patten PDC	54	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Treutlen PDC	151	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Women's PDC	96	Yes	No	Yes	Yes	No	0	\$	144	-	\$	0	\$	227
Integrated treatment facilities														
Appling ITF	107	Yes	No	Yes	Yes	No	0	\$	144	-	\$	0	\$	227
West Central ITF	87	Yes	No	Yes	Yes	No	0	\$	144	-	\$	0	\$	227
Probation / residential substance abuse treatment centers														
Bainbridge PSATC	251	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Paulding RSAT	109	Yes	No	Yes	No	No	0	\$	144	-	\$	0	\$	227
Turner RSAT	83	Yes	Yes	Yes	No	No	0	\$	144	-	\$	0	\$	227
Totals	35,787	55	15	16	19	18	792	\$	8,669	19.8	\$	44	\$	13,609

[illegible]

LPN				CNA				NP	
Est. weekly hours (#)	SWB (\$ / # of hours)	Est. FTEs (#)	Est. weekly rate (\$)	Est. weekly hours (#)	SWB (\$ / # of hours)	Est. FTEs (#)	Est. weekly rate (\$)	Est. weekly hours (#)	SWB (\$ / # of hours)
636	\$	47	15.9 \$	29,658	168	\$	31	4.2 \$	5,255
1,028	\$	47	25.7 \$	47,938	392	\$	31	9.8 \$	12,262
0	\$	47	0 \$	-	0	\$	31	0 \$	-
392	\$	47	9.8 \$	18,280	168	\$	31	4.2 \$	5,255
84	\$	47	2.1 \$	3,917	0	\$	31	0 \$	-
356	\$	47	8.9 \$	16,601	0	\$	31	0 \$	-
244	\$	47	6.1 \$	11,378	0	\$	31	0 \$	-
580	\$	47	14.5 \$	27,047	168	\$	31	4.2 \$	5,255
244	\$	47	6.1 \$	11,378	0	\$	31	0 \$	-
356	\$	47	8.9 \$	16,601	0	\$	31	0 \$	-
224	\$	47	5.6 \$	10,446	0	\$	31	0 \$	-
672	\$	47	16.8 \$	31,337	168	\$	31	4.2 \$	5,255
0	\$	47	0 \$	-	0	\$	31	0 \$	-
224	\$	47	5.6 \$	10,446	0	\$	31	0 \$	-
524	\$	47	13.1 \$	24,435	56	\$	31	1.4 \$	1,752
112	\$	47	2.8 \$	5,223	168	\$	31	4.2 \$	5,255
468	\$	47	11.7 \$	21,824	224	\$	31	5.6 \$	7,007
224	\$	47	5.6 \$	10,446	0	\$	31	0 \$	-
120	\$	47	3 \$	5,596	0	\$	31	0 \$	-
412	\$	47	10.3 \$	19,212	112	\$	31	2.8 \$	3,503
112	\$	47	2.8 \$	5,223	112	\$	31	2.8 \$	3,503
112	\$	47	2.8 \$	5,223	0	\$	31	0 \$	-
392	\$	47	9.8 \$	18,280	112	\$	31	2.8 \$	3,503
336	\$	47	8.4 \$	15,668	112	\$	31	2.8 \$	3,503
356	\$	47	8.9 \$	16,601	0	\$	31	0 \$	-
224	\$	47	5.6 \$	10,446	0	\$	31	0 \$	-
228	\$	47	5.7 \$	10,632	0	\$	31	0 \$	-
64	\$	47	1.6 \$	2,984	0	\$	31	0 \$	-
244	\$	47	6.1 \$	11,378	0	\$	31	0 \$	-
504	\$	47	12.6 \$	23,503	56	\$	31	1.4 \$	1,752
152	\$	47	3.8 \$	7,088	0	\$	31	0 \$	-
504	\$	47	12.6 \$	23,503	168	\$	31	4.2 \$	5,255
356	\$	47	8.9 \$	16,601	0	\$	31	0 \$	-
224	\$	47	5.6 \$	10,446	0	\$	31	0 \$	-
356	\$	47	8.9 \$	16,601	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
0	\$	47	0 \$	-	0	\$	31	0 \$	-
48	\$	47	1.2 \$	2,238	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
40	\$	47	1 \$	1,865	0	\$	31	0 \$	-
84	\$	47	2.1 \$	3,917	0	\$	31	0 \$	-
84	\$	47	2.1 \$	3,917	0	\$	31	0 \$	-
128	\$	47	3.2 \$	5,969	0	\$	31	0 \$	-
104	\$	47	2.6 \$	4,850	0	\$	31	0 \$	-
104	\$	47	2.6 \$	4,850	0	\$	31	0 \$	-
11936	\$	2,798	298.4 \$	556,601	2184	\$	1,877	54.6 \$	68,318
								995 \$	5,244

Nursing and allied health									
/ PA		Dietician / nutritionist				Technologist (e.g., radiologic technologist)			
Est. FTEs (#)	Est. weekly rate (\$)	Est. weekly hours (#)	SWB (\$ / # of hours)	Est. FTEs (#)	Est. weekly rate (\$)	Est. weekly hours (#)	SWB (\$ / # of hours)	Est. FTEs (#)	Est. weekly rate (\$)
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
2.8	\$ 9,789	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.6	\$ 2,098	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.6	\$ 2,098	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.6	\$ 2,098	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
2	\$ 6,992	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	0	\$ -		\$ -	0	\$ -
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.5	\$ 1,748	0	\$ -	0	\$ -		\$ -	0	\$ -
1.4	\$ 4,894	0	\$ -	0	\$ -		\$ -	0	\$ -
0.3	\$ 1,049	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
2	\$ 6,992	0	\$ -	0	\$ -		\$ -	0	\$ -
0.6	\$ 2,098	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.5	\$ 1,748	0	\$ -	0	\$ -		\$ -	0	\$ -
0.5	\$ 1,748	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
1	\$ 3,496	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	0	\$ -		\$ -	0	\$ -
0.15	\$ 524	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.225	\$ 787	0	\$ -	0	\$ -		\$ -	0	\$ -
0.15	\$ 524	0	\$ -	0	\$ -		\$ -	0	\$ -
0.15	\$ 524	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.2	\$ 699	0	\$ -	0	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	0	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	-	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	0	\$ -		\$ -	0	\$ -
0.4	\$ 1,398	0	\$ -	0	\$ -		\$ -	0	\$ -
24.875	\$ 86,961	0	\$ -	0	\$ -	0	\$ -	0	\$ -

[illegible]

[illegible]

[illegible]

Exhibit 4 Performance Based Measures

A. Measure	Definition	B. Numerator	C. Denominator	D. Target
Percentage of Productive Hours** compared to Staffing Matrix	Track Productive Hours to ensure contracted care delivery by facility	Number (#) of missed Productive Hours by facility quarterly	Total number (#) of Productive Hours per the Staffing Matrix by facility quarterly	For the first six months of Year Two (7/1/25-12/31/25), no less than 75% of Productive Hours and/or meet all 6 proposed metrics. For the second half of Year Two (1/1/26-6/30/26) no less than 80% of Productive Hours and/or meet all 6 proposed metrics. For Year Three and all future years, no less than 85% of Productive Hours and/or meet all 6 proposed metrics*
<p>*6 productivity-based metrics to ensure contracted care delivery by facility are listed in the following table.</p> <p>**Productive Hours means all worked hours plus mandatory pre-employment and continuing GDC training</p>				

Percentage of Productivity-Based Metrics

The following productivity-based metrics will be used to measure the effectiveness of optimizing the delivery of health care services at a reasonable cost. The following metrics support optimization of on-site care with productivity-based staffing plan to ensure contracted care by facility.

Productivity-Based Staffing Metrics					
#	Metric	Numerator	Denominator	Target Threshold	
				Min.	Max.
1	Timeliness of offender requested medical provider visits	Number of sampled sick call requests addressed within required timeframes	Sample of no less than 100% of sick call requests	90%	100%
2	Transitions of Care	Number of sampled charts evidencing that patients were seen within required timeframes for: <ul style="list-style-type: none"> Hospital discharge – Evaluation and progress note completed by end of shift upon receiving patient; or Transfer from Augusta State Medical Prison (ASMP) - Before patient transfers. 	Sample of no less than 30% of eligible patient charts	75%	100%

3	Diagnostic Test (lab or radiology)	Number of sampled charts evidencing that patients diagnostic test results were reviewed within two business days from receipt of test results	Sample of no less than 30% of eligible patient charts of patients who received a diagnostic test and results received more than two business days before audit conducted	90%	100%
4	Annual Health Assessments	Number of sampled charts evidencing that eligible patients received an annual health assessment within required timeframe	Sample of no less than 30% of eligible patient charts of patients who were due for an annual health assessment during the sample time period	90%	100%
5	Appropriate Utilization Management of Emergency Department services	Number of this subset of patients were admitted in patient or placed into observation status	Number of all patients sent to an emergency department by Contractor staff	40%	100%
6	Chronic Disease Clinical Guideline Adherence (HEDIS measures)	Number of all charts of patients who are enrolled in a chronic disease control program and meet inclusion criteria (based on HEDIS): <ul style="list-style-type: none"> • Hemoglobin A1c (HbA1c) testing • BMI measurement on patients • Statin Adherence for Patients with CVD • Hypertensive 18-59 with BP control (<140/90 mmHg) 	Total patients (100%) that meet inclusion criteria enrolled in chronic disease control program	90%	100%

The following absolute dollar value amounts for incentive payments will apply for each of these quality-based measures. These types of incentives encourage vendors to continuously strive for improvements in health care outcomes and clinical processes throughout the contract term.

Percentage of Productive Hours Compared to Staffing Matrix

For In-prison productive hours, Contractor shall credit to GDC the weighted average of actual hourly wage plus a 20% benefit/payroll tax estimate as detailed in the table below. Staffing Matrix shall be based upon the facilities included in the Facilities matrix, which excludes Regional Office personnel. Contractor will compare actual Productive Hours to Staffing Matrix and report to GDC on a quarterly basis. Reconciliation credits shall be issued to GDC within 60 days after the end of each quarter.

Tracking Productive Hours vs. Staffing Matrix

Contractor will provide quarterly reporting by facility and employee classification to demonstrate Productive Hours provided to each facility set forth in the Contract.



Exhibit 5

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (“**Agreement**”) is entered into on this 9th day of April, 2024 (the “**Effective Date**”) by and between the **GEORGIA DEPARTMENT OF CORRECTIONS** for the benefit of itself and its affiliates (“**Covered Entity**”) and **CENTURION OF GEORGIA, LLC** (“**Centurion**”) on behalf and for the benefit of itself and its affiliates (“**Business Associate**”). Each, a “**Party**” and collectively, the “**Parties**”.

WHEREAS, Covered Entity has affiliates (each, a “**Covered Entity Affiliate**”) that create, receive, transmit, maintain and/or disclose (collectively, “**Use**”) “**Protected Health Information**” or “**PHI**” (as such terms are defined at 45 C.F.R. Section 160.103 et seq.), and Covered Entity and/or one or more of its affiliates desire to obtain services from Business Associate and/or the affiliates of Business Associate (each, a “**Business Associate Affiliate**”) that will result in the Use of such PHI by Business Associate and/or its affiliates pursuant to a contract (in effect as of, or after, the effective date of this Agreement) between Business Associate and/or any of its Affiliates, on one hand, and Covered Entity and/or any of its Affiliates, on the other hand (each contract, a “**Services Agreement**”);

WHEREAS, irrespective of the Covered Entity Affiliates and the Business Associate Affiliates that are parties to any Services Agreement, Covered Entity and Business Associate desire this Agreement to govern the Use of all PHI by and between the Parties and their respective affiliates and to supersede all other agreements (including all other business associate agreements) between such entities regarding the Use of PHI; and

WHEREAS, pursuant to the authorities set forth above, Business Associate and its affiliates may Use PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.**

1.1 The Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the “**Privacy Rule**”) and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the “**Security Rule**”), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the “**HIPAA Authorities.**” All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

1.2 “**Affiliate**” (capitalized or not) means any entity that controls, is controlled by or is under common control with a Party as well as any entity that is a subsidiary of an entity that controls a Party.

1.3 “**Personally Identifiable Information**” shall include any data elements that identify an individual or that could be used to identify an individual, including but not limited to an individual’s first



BUSINESS ASSOCIATE AGREEMENT

name or initial and last name, all geographic subdivisions smaller than a state, all elements of dates (except year) for dates directly related to an individual including birth date, admission date, discharge date, date of death, telephone numbers, fax numbers, electronic mail addresses, social security numbers, medical record numbers, health plan beneficiary numbers, account numbers, certificate or drivers license numbers, vehicle identifiers and serial numbers, including license plate numbers, device identifiers and serial numbers, web universal resource locators (URLs), internet protocol (IP) address numbers, biometric identifiers, including finger and voice prints, full face photographic images and any comparable images; and any other unique identifying number, characteristic, code, or combination that allows identification of an individual.

1.4 “**Protected Health Information**” or “**PHI**” shall collectively refer to Protected Health Information, Electronic Protected Health Information (“**ePHI**”), each as defined by the HIPAA Authorities, and “**Personal Identifiable Information**” as defined above.

2. **Interpretation of Provisions of this Agreement; Application of Agreement.**

2.1 In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

2.2 This Agreement governs the Use of all PHI that exists or arises in connection with a Services Agreement irrespective of the Covered Entity Affiliate and Business Associate Affiliate that may be parties to such Services Agreement. Each Party hereto represents and warrants that (i) it is validly existing under the laws of the state of its formation; (ii) it has the full right, authority, capacity and ability to enter into this Agreement for the benefit and, in the case of Business Associate, on the behalf of. itself and each of its affiliates and to carry out its and its affiliates’ obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and it shall cause all of its affiliates that Use PHI pursuant to a Services Agreement to comply with the obligations hereunder of such Party; and (iv) its execution, delivery and performance of this Agreement does not conflict with any agreement, instrument, obligation or understanding to which it or any of its affiliates are bound.

3. **Obligations of Business Associate.**

3.1 **Limits on Use and Disclosure.** Business Associate agrees to not use or further disclose PHI other than as permitted by this Agreement or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity’s obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3.2 **Safeguards.** Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

3.3 **Mitigation of Harm.** 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



BUSINESS ASSOCIATE AGREEMENT

violation of the requirements of this Agreement or the HIPAA Authorities and shall take prompt steps to prevent the recurrence of any Incident (as defined below), including any action required by applicable federal and state laws and regulations. All such efforts will be subject to Covered Entity's prior written approval. In the event of an Incident (as defined below), Business Associate shall promptly develop and provide to Covered Entity a written correction action plan which describes the measures to be taken to halt and/or contain such Incident.

3.4 Report of Improper Use or Disclosure. "Incident" means (i) any successful Security Incident, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for. Successful Security Incidents shall not include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate agrees to notify Covered Entity, in writing immediately upon discovery, but not later than the same day of discovery of any Incident (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. As soon as reasonably possible thereafter, in no case more than seven (7) calendar days following discovery of the Incident, Business Associate shall provide Covered Entity with a written report which shall include but not be limited to: i) a description of the circumstances under which the Incident occurred; ii) the date of the Incident and the date that the Incident was discovered; iii) a description of the types of PHI involved in the Incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm.

3.5 Subcontractors.

(a) Prior to the date on which any Subcontractor (including any affiliate that is a Subcontractor) creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Services Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("**Subcontractor Agreement**") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entity of such material breach in writing and, at its option (unless otherwise directed by Covered Entity), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period identified in the Services Agreement between Covered Entity and Business Associate, or if no cure period is identified in the Services Agreement, as specified by Covered Entity; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entity) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entity.

(c) Business Associate agrees to provide Covered Entity with a list of any and all such Subcontractors and, in the event of an Incident, employees that create, receive, maintain or transmit PHI on behalf of Business Associate in connection with Business Associate's obligations under the Service Agreement with Covered Entity within thirty (30) days of such a request.



BUSINESS ASSOCIATE AGREEMENT

3.6 Access to Records. At the request of Covered Entity and within five (5) business days of such request and in a reasonable manner designated by Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

3.7 Amendments to PHI. At the request of Covered Entity, or, as directed by Covered Entity, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entity, any amendment(s) to PHI in a Designated Record Set to which the Covered Entity has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entity in complying with Covered Entity's obligations under 45 CFR §164.526.

3.8 Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entity or the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Authorities, in a time and manner designated by Covered Entity or the Secretary, as applicable. Covered Entity reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, conducted by Covered Entity or its designee, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

3.9 Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164.510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entity or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entity, as necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

3.10 Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

3.11 Notification of Claims. Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("Actions") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any covered entity, regardless of whether Covered Entity and/or Business Associate are named as parties to such Actions.



BUSINESS ASSOCIATE AGREEMENT

3.12 Security Rule Requirements. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule. Business Associate shall document policies and procedures that implement the foregoing requirements and shall, upon request, provide them to Covered Entity, who may further disclose them to any governmental entity with regulatory oversight over Covered Entity. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any Incident of which it becomes aware to Covered Entity immediately, but not later than within seven (7) calendar days of discovery of the Incident. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Incident(s).

3.13 Compliance with HIPAA Authorities. Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

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

4. Permitted Uses and Disclosures by Business Associate.

4.1 Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entity relating to the "Minimum Necessary Standard," if done by Covered Entity. Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate's obligations under the Services Agreement.

4.2 Appropriate Uses of PHI. Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3 Confidentiality Assurances and Notification. Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4.4 Data Aggregation Services. As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

5. Obligations of Covered Entity.



BUSINESS ASSOCIATE AGREEMENT

5.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

5.2 Change or Revocation of Permission. Covered Entity shall 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 may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

5.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entity of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

5.4 No Request to Use or Disclose in Impermissible Manner. Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination

6.1 Term. This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Agreement, and shall terminate upon termination of the Services Agreement for any reason or as otherwise provided in this Agreement.

6.2 Termination with Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entity shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the cure period identified in the Services Agreement, or if no cure period is identified in the Services Agreement, as specified by Covered Entity; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

6.3 Effect of Termination.

(a) Except as provided in paragraph 6.3(b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election), and shall retain no copies of, all PHI in the possession of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to, Sections 1 through **Error! Reference source not found.**) 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 AGREEMENT

7. **Standards for Electronic Transactions.** In connection with the Services to be provided to Covered Entity pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a "standard transaction" under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the "**Electronic Transactions Standards**"), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or (iv) change the meaning or intent of the standard's implementation specification(s). Business Associate understands that Covered Entity reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

8. **Confidentiality of Business Information.**

8.1 **Business Information.** In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply. Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, "**Confidential Business Information**") without the prior written consent of the other party, except as may be required under law or this Agreement; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party's option, shall destroy such Confidential Business Information and certify as to its destruction, except that each party shall be permitted to retain copies of Confidential Business Information as is reasonably necessary for its internal compliance and auditing purposes, provided the terms of this Section 8 shall continue to apply with respect to such retained Confidential Business Information for so long as it is retained. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

8.2 **Response to Subpoena.** Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entity within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

9. **Miscellaneous.**



BUSINESS ASSOCIATE AGREEMENT

9.1 Assignment; Waiver. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

9.2 Property Rights. All PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

9.3 Right to Cure. Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entity has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entity's cure of Business Associate's breach(es) shall be borne solely by Business Associate.

9.4 Injunctive Relief. Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entity retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

9.5 Survival; Severability. The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

9.6 Entire Agreement; Amendment. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia to the extent that the HIPAA Authorities do not preempt the same.

10.8 Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entity:

Name: Jennifer Ammons

Title: General Counsel

If Business Associate:

Name: Deana Johnson

Title: General Counsel



BUSINESS ASSOCIATE AGREEMENT

Company: Georgia Department of
Corrections
Address: P.O. Box 1529
Forsyth, GA 31029

Phone: 478-992-5240

Company: Centurion of GA, LLC
Address 1355 Peachtree Street NE
Peachtree Tower, Suite 1900
Atlanta, GA 30309

Phone: 404-347-4134

10.9 Independent Contractors. For purposes of this Agreement, Covered Entity and Business Associate, and Covered Entity and any Subcontractor of Business Associate, are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties. Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement as of the Agreement Effective Date.

[Signature page follows.]



Exhibit 5 BUSINESS ASSOCIATE AGREEMENT

IN WITNESS WHEREOF, the Agreement is hereby executed by the duly authorized representatives of the Parties as of the Effective Date

GEORGIA DEPARTMENT OF CORRECTIONS

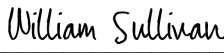
Signed: 

Name: Jennifer Ammons

Title: General Counsel

Date: 04/10/2024

CENTURION OF GEORGIA, LLC

Signed: 
B0AECCA1F14A4C8...

Name: William Sullivan

Title: CEO

Date: 4/9/2024