

- (1) The purpose of intake history and physical evaluation, provision of emergency services, pharmaceutical services and policies, and infirmary and in-patient services;
- (2) Specific sick call times and procedures;
- (3) Procedures for obtaining physical and mental health care services;
- (4) Health care services staffing, and the behavior expected of inmates while in the health care services area; and
- (5) Grievance procedures.

(c) Physical Examinations

Physical examinations shall be conducted annually or as clinically indicated. The Contractor shall conduct physical examinations in accordance with requirements of the National Commission on Correctional Health Care (NCCHC) standards, including gathering of lab data.

(d) Sick Call

Contractor will provide a sick call system which provides inmates with unimpeded access to health care services. Health care staff will collect, triage and respond to all inmate requests daily. The frequency of sick call will be consistent with NCCHC standards. If the inmate's custody status precludes attendance at sick call, appropriate measures will be taken to provide access to health care services.

(e) Emergency Services

Contractor is required to provide an immediate response to inmates with emergency health care needs. Contractor will have twenty-four (24) hour physician coverage or telephone on-call coverage and specific written policies and procedures to address emergency response and the emergency transfer of inmates. Contractor shall ensure that an inmate's medical chart accurately and completely documents all services provided by Contractor and community health care providers in emergency situations.

(f) Inpatient Services

Contractor shall staff and utilize observation beds available at Contractor's facilities for admissions which do not require hospitalization. Inmates requiring respiratory isolation will be housed in a designated negative air pressure room. If an inmate requiring respiratory isolation is

housed at a Facility without the requisite equipment, Contractor shall transfer the inmate to a properly equipped facility. The Contractor shall comply with state and federal laws and NCCHC standards with respect to the management and operation of observation beds.

Medical observation is a transient housing location for those inmates with stable illnesses/injuries not requiring hospitalization. Examples of appropriate inmates include, but are not limited to seizure activity, infectious diseases, allergic reactions, suicide precautions, post hospitalization convalescent care, etc. Inmates are monitored by security staff and attended to by nursing staff as ordered by the physician. The physician/psychiatrist orders observation status, monitors all care, and is responsible to determine release from medical observation.

(g) Hospitalization

Contractor shall identify the need, schedule, coordinate and pay for any inpatient hospitalization and related services for any inmate, consistent with terms of Paragraph (y). Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by community health care providers and that such documentation is included in the medical transfer record when the inmate returns to VTDOC.

Under no circumstances shall Contractor limit or delay access to inpatient hospitalization, including inpatient psychiatric hospitalization for inmates needing this level of care to the extent possible given resources available in the community where the facility is housed. In the event that an inmate is in need of psychiatric hospitalization that exceeds the short term hospitalization available in the local jurisdiction, the inmate shall be returned to Vermont. If the State believes that the Contractor is not transporting inmates needing inpatient hospitalization in timely fashion, the State shall audit the case. Failure to reach satisfactory resolution of such a case may be grounds for termination of the contract by the State.

(h) Specialty Outpatient Services

When available, the Contractor shall arrange for qualified medical specialists to visit the facilities so that inmates may be maintained within the security of the Contractor facility. If necessary, an outside referral will be made for services that cannot be provided at the facility. To the degree possible, diagnostic testing will be performed on-site. A referral process will be initiated to provide specialists with all pertinent information needed to facilitate timely diagnosis and treatment. The medical specialist will receive diagnostic testing results, substantive patient history and clinical findings, in the form of a written referral.

Contractor shall be responsible for scheduling, authorizing and coordinating all specialty services. All inmates returning from outside hospital stays will be seen immediately upon return by a medical professional, and a progress note regarding the review will be documented in the inmate's health care record. Contractor shall ensure that an inmate's medical chart accurately and completely documents services provided by the community health care provider and that such documentation is included in the medical transfer record when the inmate returns to VTDOC.

Under no circumstances shall Contractor limit or delay access to specialty services for inmates identified as needing this care. If the State believes that the Contractor is not providing specialty services in a timely fashion, the State shall audit the case. Failure to reach satisfactory resolution of such a case may be grounds for termination of the contract by the State.

(i) Laboratory Services

Contractor shall provide lab diagnostic testing. Laboratory testing will include routine, special chemistry and toxicology analysis. The laboratory will meet all applicable state and federal requirements for specimen handling, testing and reporting. All services provided shall meet standards set forth by the American College of Pathology.

(j) Radiology Services

A radiology technician will be available to provide radiology services. Inmates will be referred off-site for procedures beyond the scope of services provided on-site. A Board-Certified radiologist will read the studies in a timely manner. The radiology report will be documented, and maintained in the inmate's health care record. The Contractor's Medical Director will review, initial and date all radiology reports. A verbal notification of all positive findings will be furnished to the VTDOC Medical Director or his/her designee within three working days; this verbal notification is to be followed up by a written notice of findings within 10 working days.

(k) Diet Therapy

Special diets will be available to inmates when medically indicated and ordered. Contractor will document the need and dietary services required. The inmate's orientation to the therapeutic diet will be documented in the health care record. In accordance with NCCHC

standards, Contractor shall coordinate reviews of all diets at least every six months with a registered dietitian.

(l) EKG Services

Contractor shall provide EKG services and necessary EKG equipment. The EKG contract will provide for immediate reading and reporting of results of EKG. Nursing staff will receive in-service training related to EKG services.

(m) Medical Prosthetics

Contractor shall provide prosthetic devices to inmates as medically indicated. Prosthetics will be selected according to community standards, but also must conform to security requirements of the State. The costs associated with providing prosthetics may be borne by the State. In such cases, prior approval by the contract manager is required.

(n) Optical Services

Contractor shall identify the need, schedule, coordinate and pay for the dispensing, evaluation, and fitting services of an optometrist. Inmates requesting health care services for visual problems will be evaluated using the Snellen eye chart by nursing staff. If a visual deficiency beyond 20/70 is identified, the inmate will be referred to Contractor's optical service provider.

Contractor shall provide one (1) set of eyeglasses to inmates if prescribed and deemed necessary by the optometrist, consistent with Paragraph (y) of this Section. Inmates requiring treatment and services beyond the scope of services offered on-site will be transported to specialists in the community. Inmates shall be eligible to receive follow-up eye exams every two years.

(o) Pharmaceuticals

Contractor shall provide a total pharmaceutical system, including medications prescribed by mental health care providers, which is sufficient to meet the needs of the State inmates. Contractor shall be responsible for the costs of drugs administered under the contract, consistent with the limitations described in Paragraph (y) of this Section. Policies, procedures and practices addressing pharmaceuticals will be in compliance with all applicable state and federal regulations. The pharmaceutical system will have the following components:

(1) Medication ordered by a qualified provider (physician, psychiatrist, nurse-practitioner, dentist) will be appropriately documented in the MAR and health record.

(2) A pharmaceutical inventory will be established to facilitate the initiation of pharmaceutical therapy upon the physician's order. An inventory control system will be implemented to ensure the availability of necessary and commonly prescribed medications, and to protect against the loss of pharmaceuticals. All pharmaceuticals will be prepared, maintained and stored under secure conditions.

(3) An adequate and proper supply of antidotes and emergency medications will be available.

(4) Contractor will maintain a formulary listing the available medications, and this formulary shall be available to the State.

(5) While it is recognized that formulary prescribing is the norm, cases may arise in which non-formulary medications are determined to be the most effective treatment. When this occurs, the non-formulary medication request will be processed per the Contractor's policy. The Contractor will provide the VTDOC Clinical Director of Health Services with a monthly report of all non-formulary requests and their disposition. Information will include inmate name, medication requested, and disposition.

(p) Medication Administration

The Contractor shall maintain a medication administration system which meets the needs of State inmates. Medication will be administered to inmates by nurses or other authorized personnel three times daily or as ordered. The administration of each medication will be documented on a medication administration record. Documentation on the medication administration record will clearly indicate those instances when an inmate refuses a medication or is not available to receive a medication. Medication administration times will be adjusted to meet the needs of inmates who participate in work details or classes. If an inmate refuses a specific medication three times, the inmate will be counseled and requested to sign a refusal form.

(q) Dental Services

Contractor shall provide on-site dental services which include preventive and restorative care. The initial dental appraisal and instruction

in oral hygiene will be conducted at the time of the initial health appraisal by a qualified healthcare professional and within fourteen (14) days of admission. The Contractor's provision of a dental screening for all referred inmates shall be conducted by a licensed dentist. Nurses who provide oral hygiene instruction will receive in-service training.

Inmates may request dental services in accordance with the Contractor's protocols and procedures. Inmates will be seen as soon as practicable, based on acuity of need. Inmates who require treatment beyond the capabilities of the Contractor's licensed dentist will be referred to a dental specialist. Dental prostheses will be provided as determined by a licensed dentist in accordance with the Federal Bureau of Prisons' (FBOP) policy on dental prosthesis.

(r) Hepatitis Treatment

It is recognized by the Parties that the prevalence of hepatitis in prison populations is higher than the general public. The Contractor will provide appropriate treatment, consistent with NCCHC and/or CDC guidelines, according to protocols developed by the Contractor and approved by the VTDOC Health Services Director.

(s) Mental Health Services

The Contractor shall provide all services related to the mental health needs of State inmates, including assessment, diagnosis, treatment, pharmacology and psychopharmacology. Inmates being transferred to the Contractor will be screened by the State for mental health needs, restrictions and necessary accommodations prior to transfer. Information pertaining to mental health treatment will be conveyed in written form and, if necessary, verbal communication to insure continuity of care. The Contractor will provide written documentation of mental health treatment activities, including refusal of care and will include such documentation in the medical transfer record when the inmate returns to VTDOC.

(t) Suicide Prevention and Crisis Intervention

The Contractor shall provide routine screening and evaluation of inmates to assess and prevent suicidal ideation or behavior. When an inmate is suspected of being at risk of harm to himself, the Contractor shall take all necessary measures and interventions to insure the inmate's safety. Compliance with standards of professional practice shall be followed.

When an inmate experiences psychiatric emergencies or crisis, the Contractor will take all necessary measures to respond to the inmate's needs and assure safety of the inmate and staff. This shall include short-term psychiatric hospitalization of a temporary nature to the extent possible given the resources available in the community where the facility is housed. In the event that an inmate is in need of psychiatric hospitalization that exceeds the short term hospitalization available in the local jurisdiction, the inmate shall be returned to Vermont.

Contractor shall document all relevant information and interactions with suicidal inmates and include relevant information in the inmate's medical chart. Communication with the State shall be initiated if an inmate engages in serious suicidal conduct or shows symptoms of serious psychological deterioration. Contractor shall provide suicide prevention and crisis intervention services in accordance with its policies and procedures attached hereto as **Exhibit B**. Said policies and procedures are subject to change by Contractor in accordance with best practices, ACA, NCCHC and the changing health needs of the inmates.

(u) Health Care Records

The Contractor shall maintain a problem-oriented health care record, and will include medical, dental, chemical dependency, and mental health care information. Contractor will provide full and unrestricted access to and copies of the appropriate health care record to the State within the scope of legal and regulatory requirements and in accordance with the State's policies, procedures and directives. The standardized health care record shall contain the following information:

- Problem list;
- Completed intake screening form;
- Health appraisal form;
- Clinical (SOAP) notes;
- Physician orders;
- Inmate requests for health care services, including illnesses and injuries;
- All diagnostic findings, treatments and dispositions;
- Prescribed medications and their administration;
- Laboratory, radiology and other diagnostic studies;
- Consent and refusal forms;
- Release of information forms;
- Place, date and time of health care encounters;
- The health care provider's name and title;
- Hospital reports and discharge summaries;
- Intra-system and inter-system transfer summaries;
- Specialized treatment plans;

- Consultation forms;
- Health Care Services reports;
- Inmate medical grievance forms;
- Documentation of all medical, dental and mental health care services provided, whether from inside or outside the facility.

A health care record will be initiated during the inmate's first health care encounter and shall contain complete and accurate records of health care services provided during the individual's incarceration at Contractor's facilities. The State will provide health information at the time of transfer, and the Contractor shall provide relevant records to the State upon an inmate's return to the State's custody. Contractor shall return records in tabulated or otherwise organized folders which are then placed in individual manila envelopes or other suitable sealed package. The health care provider's signature and title will be recorded for each encounter. All outside health care services, such as laboratory results, or physician consultation reports, will be filed as part of the permanent health care record. Health care records shall be maintained securely and in a confidential manner at all times, and in compliance with all applicable laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (including regulations promulgated pursuant to HIPAA, such as the Standards for the Privacy of Individually Identifiable Health Information and the Security Standards, at 45 CFR Parts 160 and 164: hereafter, the Privacy and Security Rules) and the Confidentiality of Alcohol and Drug Abuse Patient Records, at 42 CFR Part 2.

(v) Quality Assurance and Improvement Program

The Contractor shall implement a Quality Improvement Program ("QIP"), as set forth by NCCHC standards. The program will be designed to assure that quality is provided in the most appropriate and cost-efficient manner" for the VTDOC. The program shall allow development of site-specific plans reflective of the facility's health care services systems.

The program shall consist of the following elements:

- (1) Risk Management -Contractor shall establish a logical and thorough system of policies and procedures to minimize exposure to liability. Risk management activities focus on the identification of clinical events which have or may have the potential of placing the inmate, health care provider, or the facility at risk. Identified risk areas are investigated and analyzed to develop policies and procedures that reduce risk and maintain a safe clinical setting. The QIP shall include a

safety component to provide a safe environment for inmates, employees and visitors.

(2) Infection Control -Contractor's infection control policies and procedures shall focus on the prevention, identification and control of diseases acquired in the facility setting or brought in from the outside community. The infection control program will address hand washing, housekeeping, decontamination, disinfection and sterilization of equipment and supplies, medical isolation, infectious and parasitic laundry, infectious waste, pest control and parasite infected environments.

(3) Utilization of Services -Contractor shall collect and monitor statistical data to detect potential problems. Volume data reporting forms will be used to report data and to track the utilization of health care services on a year-to-date basis. All deviations will be reviewed for problem identification. Contractor will monitor the utilization of all health care services provided off-site, as compared to national data on incarcerated populations, and will be readily available for telephone consultations. Contractor shall provide the State with a monthly report identifying utilization patterns; those inmates transferred offsite to the hospital emergency department; and a status report on all inmates in local hospitals and infirmaries. Contractor's volume data reporting forms will also be used to prepare a narrative report on the types and numbers of services provided.

(4) Inmate Grievances -Grievances are reviewed to identify potential areas of concern and to determine if problematic patterns exist. Inmate grievances will be documented in a log to assist in monitoring compliance with policy and procedure related to inmate grievances and to summarize those areas which are frequently the topic of inmate dissatisfaction. All inmate grievances will be responded to within ten days of receipt and included in monthly reporting.

The State and Contractor shall identify personnel who will communicate about the QIP program. The Contractor shall provide monthly reports to the State detailing levels of service provided and systems issues encountered. The content and form of these reports shall be determined by the Parties.

(w) NCCHC Standards and ACA Accreditation

Lee Adjustment Center, North Fork Correctional Facility, Tallahatchie County Correctional Facility and West Tennessee Detention Center shall follow NCCHC standards. Lee Adjustment Center, Tallahatchie County Correctional Facility and West Tennessee Detention Center are all ACA accredited and shall maintain such accreditation throughout the term of this Agreement. North Fork Correctional Facility shall obtain ACA accreditation within eighteen (18) months of the execution of this Agreement and, once such accreditation is obtained, it shall be maintained throughout the term of this Agreement. Other Contractor facilities that may be used to house VTDOC inmates will follow ACA and NCCHC standards.

(x) Inmate Death

In the event of the death of an inmate, the Contractor shall immediately notify the contract monitor. Arrangements shall be made for a fingerprint (right thumb or right index) to be taken. The coroner of the local jurisdiction shall be requested to perform an autopsy for any death of a Vermont inmate. The contract monitor shall furnish instructions and information regarding the disposition of the body. All expenses relative to the autopsy, any necessary preparation of the body and shipment or express charges, pursuant to the contract monitor's instructions, shall be reimbursed by VTDOC. The parties may arrange to have the Contractor take care of the burial and all matters related or incidental thereto and all such expense shall be paid by VTDOC. The provisions of this paragraph shall govern only the relations between the parties and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(y) Contractor Limitations

The Contractor shall be responsible for the cost of providing all outpatient medical, dental and medication services, including specialty clinics and all medically related transportation, both routine and emergency. The Contractor shall be responsible for inpatient hospital and surgery charges for the first Two Thousand Dollars (\$2,000.00) in costs per inmate, per incident. Thereafter, VTDOC shall be liable for all inpatient hospital and surgery charges. The Contractor shall be responsible for all outpatient surgery, including oral surgery. As the VTDOC will pay inpatient hospital and surgery charges after the first \$2,000.00, the Contractor shall cause the medical provider's invoice(s) to detail the cost to be paid by the VTDOC and the Contractor separately. In the event the medical provider is unwilling to separate these costs, the VTDOC and Contractor shall allocate the costs between them in accordance with the terms set forth herein.

All medical bills will be submitted for re-pricing by the Contractor. Both parties acknowledge the industry standard of six months for providers to submit a clean claim for services. The Contractor shall make all reasonable efforts to ensure that invoices are submitted to VTDOC as soon as reasonably practical after such re-priced invoices are received by the Contractor. In no instance shall the time period exceed one year.

The Contractor shall be required to obtain written VTDOC approval of all scheduled inpatient hospitalization and surgery as soon as Contractor can reasonably be expected to anticipate the length of stay and/or the cost of treatment. In the event of emergency hospitalization, the Contractor shall notify the VTDOC within 24 hours thereafter. VTDOC's contact person for such approvals and notifications shall be VTDOC's Director of Health Services.

The Contractor shall inform the medical care facility that certification for continued hospital stay is required by the VTDOC and must be initiated by the medical care facility if the cost of the inmate's anticipated stay will exceed \$2,000.00.

Notwithstanding any provision contained herein to the contrary, any inmate's medical expenses resulting from the negligence or willful wrongdoing of the Contractor, its officers, agents or employees, shall be fully paid for by the Contractor.

Except as otherwise indicated herein, the Contractor shall furnish eyeglasses and shall be responsible for the purchase of special limited-use equipment. Except as otherwise indicated herein, prosthetics and durable medical equipment shall be furnished by the Contractor. Durable medical equipment, a standard medical term, shall include, but not be limited to, such items as crutches, orthopedic braces, nebulizers, etc. Cost of medical equipment which exceeds \$2,000.00 shall be the responsibility of VTDOC.

The Contractor shall continue to provide security for an inmate assigned to the facility at an off site medical facility after the first 72 hours, if requested to do so by the VTDOC. In that event, the VTDOC shall reimburse the Contractor in the amount of time and a half at the starting wage of a Correctional Officer in the facility providing such service. Prior to submitting an invoice for reimbursement for security provided a VTDOC inmate at an off site medical facility, Contractor shall ensure that the invoice is submitted only for the provision of such service and not for any additional hours that the Correctional Officer may have worked that are not for the provision of such service.

Provided that the VTDOC is aware or has been notified prior to the hospitalization of the inmate, the Contractor shall not be responsible for inpatient hospitalization costs, including any surgery and specialty services, associated with the treatment of persons with known Acquired Immune-Deficiency Syndrome (AIDS), as defined by the Center for Disease Control, organ transplants, renal dialysis, cancer treatment and Hep. C treatment. The Contractor shall be responsible for inpatient and outpatient hospitalization costs for HIV infected patients, as noted above when not associated with treatment of their HIV disease. The Contractor shall not be responsible for the cost of providing AZT, or other medications therapeutically indicated for the treatment of inmates with AIDS or HIV infection. Such treatment will be at the VTDOC's discretion and expense and requires pre-authorization. The VTDOC will screen all transfers to exclude inmates currently being treated for active AIDS, cancer, renal dialysis, Hep C and Axis I mental conditions that have required psychiatric care within the last six (6) months. Any inmate who is first diagnosed with any of these conditions while at the Contractor's Facility will be evaluated by VTDOC and the Contractor's Health Services Administrator for the Facility for a mutual determination of whether the acuity of the condition is appropriate for housing at the Contractor's Facility. If, upon mutual decision of the parties, the inmate remains at the Facility, VTDOC will reimburse the Contractor for all costs associated with treating the condition.

The Facility shall have first aid equipment, which meets American Correctional Association standards, available at all times for medical emergencies. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation shall be present on each shift. State licensing and certification requirements shall apply to health care personnel working in the Facility to the same extent as they apply to equivalent personnel in the community. The Facility shall make provisions for medical examination of any employee or resident suspected of a communicable disease.

The Facility shall have written policies and procedures regarding the possession and use of controlled substances, prescribed medications and over-the-counter drugs. The policies and procedures shall stipulate that prescribed medications are administered according to the directions of the prescribing physician. There shall be written policies and procedures which specify that the records of all medications distributed by Facility staff shall be maintained and audited monthly, and include the date, time and name of the resident receiving medication, and the name of staff distributing it. Health history records shall accompany the resident to the facility and shall be kept current. Staff shall be made aware of resident's special medical problems.

At this time, there is no medical co-pay program for VTDOC inmates. If, at some point in the future, an inmate medical co-pay is instituted, the Contractor shall be allowed to institute the same.

27. REMOVAL FROM INSTITUTION

The contract monitor shall be informed within twenty-four (24) hours of all cases where an inmate is removed from the Contractor's institution for emergency medical treatment or any other reason. All reasonable care shall be exercised for the safekeeping and care of the inmate.

28. ACCESS TO COURTS, LEGAL RESEARCH & SUPPLIES.

The Contractor will ensure all VTDOC inmates court related access is in compliance and consistent with the US Constitution and US Supreme Court. The Contractor will provide opportunity for meaningful access to federal and Vermont State legal materials at the Facility in accordance with security and operating needs. The Contractor will provide VTDOC inmates in segregation and protective custody access to the law library collection established pursuant to this section providing their participation is consistent with the safety and security of the Facility. If direct access cannot be provided VTDOC inmates in segregation or protective custody, a process shall be established allowing VTDOC inmates in segregation or protective custody to request reasonable numbers of materials from a law library. The Contractor shall provide federal VTDOC legal research materials required to meet constitutional standards. Vermont specific material shall be furnished by VTDOC. In the event the materials are furnished via computer and appropriate software the Contractor shall provide a secure and monitored location to house said computer and associated peripherals. The Contractor shall provide federal law material; typewriters, including ribbons, and typing paper; notary services; copying services, including copier paper; legal size envelopes; sufficient to meet constitutional standards. Items such as paper and typewriters shall be provided and shall be available free of charge to indigent VTDOC inmates. VTDOC inmates need not be afforded access to copiers; however, the Contractor shall provide a copy of specific information, such as a page from a law book, upon request by a VTDOC inmate. A common copy fee shall be set by the Contractor according to each Facility's policies and procedures. The Contractor shall provide access to law material when staff has scheduled absences, due to vacations, extended leave or training.

29. VERMONT LEGAL MATERIALS and LAW LIBRARY ACCESS

Contractor shall provide VTDOC inmates with access to courts, legal materials, and law library abiding with the requirements of the US Constitution and US Supreme Court decisions. Legal reference materials and library access will be available during hours that facilitate reasonable access during non

working, visiting or program hours by VTDOC inmates/residents including weekends and evenings, provided that such access will be available at least twelve (12) hours each week and, provided further that the minimum hours of library access will be increased if such is required by any court orders relative to VTDOC inmates.

VTDOC shall be responsible for designating and providing the first set of texts and legal forms (materials) and all supplements and updates of the Vermont specific legal reference materials to Contractor facilities housing 60 or more VT inmates. If the initial set of materials is lost or destroyed, Contractor shall provide replacements. Contractor shall provide adequate on-site-facilities to accommodate VTDOC legal materials, computers and VT inmates. Such facilities shall include chairs, writing tables, file cabinets, book cases and typewriters. Contractor will institute (2) two paid work assignments for Vermont Law Librarians in facilities housing 60 or more Vermont inmates.

30. ATTORNEY CALLS

Contractor shall provide adequate on-site facilities for all attorney calls to insure confidentiality and privacy on a non-monitored telephone line.

31. MAIL.

Offenders will be provided with mail service. Indigent Offenders shall be provided with supplies for correspondence for up to the price of five (5) one ounce first class letters per month. However, no request for mailing of verified legal pleading will be denied under this provision regardless of postage limit or financial status of the offender. The Contractor is entitled to recoup postage fees when the Offender has sufficient funds in his account.

32. GOVERNING LAW

Except where expressly otherwise provided, the laws and administrative rules and regulations applicable to the state where the Contractor's correctional facilities are located shall govern in any matter relating to an inmate confined pursuant to this agreement. Vermont law shall govern in matters related to the interpretation and enforcement of this Agreement.

33. INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties hereunder as a Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed an agent or employee of the State of Vermont.

Contractor shall pay when due all required employment taxes and income tax withholding including all federal and state income tax and local health tax on any monies paid pursuant to this agreement. Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the State of Vermont to any agreements, liability or understanding except as expressly set forth herein.

34. NOTICES

Any notice provided for in this agreement shall be in writing and served by personal delivery or by certified mail, return receipt requested, postage prepaid, at the addresses listed in Section 23 unless written notice of a change is received from the other party. Any notice so mailed and any notice served by personal delivery shall be deemed delivered and effective upon receipt or upon attempted delivery. This method of notification will be used in all instances, except for emergency situations when immediate notification is required pursuant to the appropriate sections of this agreement.

35. ASSIGNMENT

No right or interest pursuant to this agreement shall be assigned or delegated by the Contractor without the prior written permission of the VTDOC. However, the Contractor is authorized to subcontract with any entity for the performance of the Contractor's obligations hereunder provided each such subcontractor agrees to be bound by all applicable provisions of this Contract. The Contractor acknowledges it will not by the act of subcontracting be absolved or released from any obligations under this Contract and will remain responsible for all performance under this Contract. Contractor shall not assign its rights and responsibilities under this Agreement without the prior written approval of VTDOC.

36. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of his Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the VTDOC and the Contractor, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the VTDOC and the Contractor that any entity, other than the VTDOC or the Contractor receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

This agreement is not intended to create any right, liberty interest or entitlement in favor of any inmate. The agreement is intended only to set forth the

contractual rights and responsibilities of the contract parties. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

37. MODIFICATION AND WAIVER

This Agreement contains the entire Agreement and understanding between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of or to this agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed, waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other different or subsequent breach.

38. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of this agreement.

39. TIME OF THE ESSENCE

Time is of the essence in the performance of all of the parties' obligations and duties under this Agreement.

40. SEVERABILITY

If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable, this agreement shall be construed and enforced without such provision to the extent this Agreement is then capable of execution within the original intent of the parties.

41. RISK OF PHYSICAL DAMAGE TO FACILITY

The risks and costs of physical damage to the Contractor's facility incurred as a direct result of the placement of the VTDOC's inmates in the Contractor's facility shall be considered usual costs incidental to the operation of the facility and part of the costs reimbursed by the fixed rate per inmate day as provided by Section 21.

42. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall, at all times during the performance of its obligations of this Agreement strictly adhere to all applicable federal laws and regulations, including protection of the confidentiality of all applicant/recipient records, papers, documents, tapes or any other materials that have been or may hereafter be established which relate to this Agreement. The Contractor acknowledges that the following laws are included: Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title 11, Subtitle A, 24 U.S.C. Sec. 12101, et seq. and all rules and regulations applicable to these laws prohibiting discrimination because of race, religion, color, national origin, creed, sex, age and handicap in federally assisted health and human services programs. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, or other federal financial assistance.

The Contractor assures the VTDOC that at all times during the performance of this Agreement that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied to benefits of service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the VTDOC relies.

Contractor shall provide any information and assistance necessary for VTDOC to fulfill any federal VOI/TIS grant requirements for funds for the financing of this agreement.

#### 43. CONFIDENTIALITY OF RECORDS

Contractor acknowledges that it has components that are covered entities within the meaning of HIPAA, including the HIPAA Privacy and Security Rules, and that the component which provides services under this **Attachment G** is such a covered entity. Contractor represents to the VTDOC that the component providing services under this **Attachment G** will honor and abide by its obligations as a covered entity under the Privacy and Security Rules.

VTDOC acknowledges that it may act as a covered entity under HIPAA, including the HIPAA Privacy and Security Rules. Accordingly, VTDOC requires that Contractor honor and abide by the Business Associate terms attached hereto and incorporated into this Agreement as **Attachment E**, and Contractor represents to VTDOC that it shall do so.

Furthermore, unless otherwise provided, and without in any way limiting the meaning or effect of any of the terms of **Attachment E**:

- (a) In the event the Contractor shall obtain access to any records or files of the VTDOC in connection with this Agreement, or in connection

with the performance of its obligations under this or any other Agreement, the Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the VTDOC.

(b) Contractor shall specifically keep confidential all records and files of VTDOC inmates; Contractor shall obtain prior written approval from VTDOC before releasing or disclosing the contents of any such records or files, except where it is impracticable for Contractor to obtain such prior written approval (e.g., in the context of referrals for specialty outpatient services or an emergency circumstance); provided, however, that Contractor may only release or disclose the contents of any such records or files in accordance with the requirements of this Agreement, including **Attachment E**, and must notify VTDOC of any such release or disclosure made without the prior written approval of the VTDOC, promptly after such release or disclosure occurs. Contractor further acknowledges that this requirement is in addition to and not in lieu of any other laws respecting confidentiality of inmate files and records. The VTDOC acknowledges that officials from other state Department of Corrections may be entitled to access VTDOC inmate records from time to time; however, the Contractor will not permit such access without the prior written approval of VTDOC. The VTDOC acknowledges that it will not invoke this subsection (b) to preclude Contractor from releasing or disclosing any such records or files to the extent that Contractor is compelled by applicable law to make such a release or disclosure.

(c) Contractor agrees to notify and advise in writing, all employees and agents (including subcontractors, consultants, and licensees) of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee or agent (including a subcontractor, consultant, or licensee) as the case may be.

(d) Any breach of confidentiality by the Contractor or third party agents (including subcontractors, consultants, or licensees) of the Contractor shall constitute good cause for the VTDOC to cancel this Agreement, without liability; and within thirty (30) days after such cancellation, and at the direction of VTDOC, Contractor shall return or destroy all information received from VTDOC, or created or received by Contractor on behalf of VTDOC. Contractor shall not retain any copies of such information except as needed to address claims and/or lawsuits, and shall certify for VTDOC, in writing, when all such information has been returned or destroyed, and that Contractor does not continue to maintain any such information, with such certification to be provided during such thirty (30) day period.

(e) Any VTDOC waiver of an alleged breach of confidentiality by the Contractor or third party agents of the Contractor is not to imply a waiver of any subsequent breach.

The parties understand and agree that subsections (a) through (e) apply to information that is considered protected health information ("PHI") within the meaning of HIPM, including the HIPM Privacy and Security Rules, as well as information that is not considered PHI. As required by Section 15.1 of **Attachment E**, in the event of any conflict or inconsistency between the terms of **Attachment E** and the terms of subsections (a) through (e) of this Section 35, the terms of **Attachment E** shall govern; provided, however, that there is no such conflict or inconsistency to the extent that subsections (a) through (e) create any obligation or responsibility for Contractor that is not identified in **Attachment E**. In addition, there is no such conflict or inconsistency as it concerns the use or disclosure or other handling by Contractor of information that is not PHI, and subsections (a) through (e) unquestionably apply to all such uses, disclosures and other handling, without the necessity for comparing such subsections to the terms of **Attachment E**.

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Agreement as of the date first written above.

**VERMONT DEPARTMENT OF CORRECTIONS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
ROBERT HOFMANN  
COMMISSIONER OF CORRECTIONS

**CORRECTIONS CORPORATION OF AMERICA**

BY: Lucibeth Mayberry DATE: 7.24.07  
~~ANTHONY L. GRANDE~~ Lucibeth Mayberry  
VICE PRESIDENT, STATE CUSTOMER RELATIONS  
Research, Contracts and Proposals

 <b>CORRECTIONS CORPORATION OF AMERICA</b>	POLICY TITLE		Privacy of Protected Health Information		
	CHAPTER	13	POLICY NUMBER	13-74	Page 1 of 10
	EFFECTIVE DATE			SUPERSEDES DATE	
	MARCH 13, 2006			JANUARY 1, 2005	
<i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Bill Andrade, MD</i> <i>Chief Medical Officer</i>  <i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>Richard P. Selter</i> <i>Executive Vice President/Chief Corrections Officer</i>  <i>SIGNATURE ON FILE AT FACILITY SUPPORT CENTER</i> <i>G.A. Puryear, IV</i> <i>Executive Vice President/General Counsel</i>	FACILITY NAME	LEE ADJUSTMENT CENTER			
	FACILITY EFFECTIVE DATE		FACILITY SUPERSEDES DATE		
	AUGUST 1, 2006		OCTOBER 15, 2005		

**13-74.1 POLICY:**

CCA will provide procedures for the privacy of individually identifiable health information in compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Protected health information (PHI), whether in the form of a prescription, medical chart (hard copy or electronic), vital signs or conversations between an inmate/resident and a health care provider, is strictly confidential and may be disclosed only within the procedures set out in this policy. Health Services Staff will share with other correctional staff members only such information that has a potential impact on classification, institutional security, ability of the inmate/resident to participate in programs or other facility activity or for the health and safety of the inmate/resident or others. Only the "minimum necessary" protected health information will be disclosed to correctional staff to satisfy the particular instance or circumstance.

**13-74.2 AUTHORITY:**

CCA Company Policy

**13-74.3 DEFINITIONS:**

Authorization – A detailed document that gives covered entities permission to use protected health information for specified purposes, which are generally other than treatment, payment or health care operations or to disclose protected health information to a third party specified by the individual.

Business Associate – A person who performs certain functions on behalf of CCA but is not a member of CCA workforce who has access to protected health information. A "business associate" can be one who performs legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for CCA.

HIPAA Privacy Rule – The federal Health Insurance Portability and Accountability Act of 1996 as amended administered by the U.S. Department of Health and Human Services. Under HIPAA, certain entities are covered by the Privacy Rule. CCA is covered by HIPAA because it is a health care provider to inmates/residents in its custody.

Privacy Contact/Official – Staff member(s) responsible for providing HIPAA training, administering sanctions, and receiving complaints regarding violations under HIPAA as it pertains to inmate/resident protected health information.

Protected Health Information (PHI) – Individually identifiable health information that is created or received by a health care provider, health plan, employer or health care clearinghouse; relates to past, present, or future physical or mental health or condition of an individual; relates to past, present, or future payment for the provision of health care to an individual; and health information that identified the

individual or to which there is a reasonable basis to believe the information can be used to identify the individual.

Psychotherapy Notes – Notes recorded (in any medium) by a health care provider, who is a mental health professional, documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the individual's medical record. Excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

#### 13-74.4 PROCEDURES:

##### PROCEDURES INDEX

SECTION	SUBJECT
A	Privacy Contact/Official
B	Identification of Job Classes with Access to PHI
C	Clinical/Health Care Encounters
D	Minimum Necessary Standard
E	Permitted Use and Disclosure of PHI
F	Authorization Required for Disclosure of PHI
G	General Information
H	Business Associates
I	Employee Protected Health Information
J	Records
K	Pre-Emption of State Law

#### A. PRIVACY CONTACT/OFFICIAL

1. Each facility Health Services Administrator must designate a "privacy contact/official" who is responsible for implementation of and compliance with this policy, conducting training, and responding to complaints regarding the disclosure and protection of inmate/resident's protected health information.
2. An inmate/resident can complain about the application of this policy and procedure through the inmate/resident grievance or administrative remedy procedure. The facility grievance coordinator will obtain assistance in the grievance response from the designated facility "privacy contact/ official".
3. The "privacy contact/official" must provide training to all members of its workforce on policies and procedures with respect to HIPAA as necessary and appropriate for the members of the workforce to carry out their specific job functions. In addition, employees will sign the 13-74A CCA Privacy of Protected Health Information Acknowledgement at the conclusion of the training.
4. The Privacy Rule also requires CCA to designate a "corporate privacy official" who is responsible for the development and implementation of the policies and procedures relating to the Privacy Rule. CCA has designated the Assistant General Counsel, Operations as the corporate privacy official. Any communication from the Department of Health and Human Services Office for Civil Rights relating to HIPAA violations must be immediately directed to the Assistant General Counsel located at CCA's Facility Support Center.

#### B. IDENTIFICATION OF JOB CLASSES WITH ACCESS TO PHI

1. Under HIPAA, CCA must identify the job classes of persons who have access to PHI in order to carry out their job duties. The following job classes require access to the entire medical record on an unlimited basis:
  - Health Service Administrators
  - Physicians, Dentists, Psychiatrists
  - Nurses
  - Medical Records Clerks
  - Other designated health care personnel
2. The following staff members may have limited access to the "minimum necessary" amount of PHI in conjunction with the administration and maintenance of the safety, security and good order of the correctional institution:
  - Unit Managers
  - Classification Officers
  - Transportation Officers
  - Quality Assurance Managers/Grievance Coordinators
  - Warden, Assistant Warden, or Designee
  - Manager, Operations Finance/Business Manager or clerks for payment purposes

C. CLINICAL/HEALTH CARE ENCOUNTERS

1. Clinical Encounters
  - a. All clinical encounters shall be conducted in private.
  - b. In the event the inmate/resident poses a serious probable risk to the safety of him/herself, the health care provider, or others, security staff may be present. When the presence of correctional staff is required for disruptive patients, every effort shall be made to protect the privacy of the protected health information.
2. Health Care Encounters
  - a. The responsible health authority will ensure that health care encounters, including medical and mental health interviews, examinations, and procedures are conducted in a setting that respects the inmate/resident's privacy.
  - b. Intake screenings, sick call assessments, physical exams, chronic-care exams, and any other health care encounter will be performed in an area that provides appropriate visual and auditory privacy.
  - c. Female health services staff will be present during female patient encounters performed by a male health care provider.
  - d. Additionally, correctional staff observing health encounters are to be instructed to keep confidential all information obtained.

D. MINIMUM NECESSARY STANDARD

1. The "minimum necessary" standard requires that CCA limit how much PHI is used, disclosed, and requested for certain purposes. Whenever practical, only the least amount of information necessary for that purpose is to be disclosed. For example

disclosure to non-medical correctional staff under this policy must be the "minimum necessary".

2. The "minimum necessary" standard does not apply to the following:
  - Disclosures to the individual who is the subject of the information;
  - Uses or disclosures made pursuant to an individual's authorization;
  - Uses or disclosures required for compliance with HIPAA;
  - Disclosures to the Department of Health and Human Services (DHS) when disclosure of information is required under the Privacy Rule for enforcement purposes.

E. PERMITTED USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

1. CCA Health Services Departments are permitted to use or disclose protected health information without specific authorization as follows:

a. Inmates/Residents

- i. Inmates/residents can have access to their medical record after submitting a written request for such access.
- ii. Inmates/residents have a right to inspect and obtain a copy of their protected health information except for psychotherapy notes. The privacy contact may deny in whole or part the request to obtain a copy if obtaining a copy of the PHI would jeopardize the health, safety, security, custody or rehabilitation of the individual or other inmates/residents, or the safety of any officer of correctional institution.
  - A licensed health care professional must determine that access requested is reasonably likely to endanger the life or physical safety of the inmate/residents or another person or the protected health information makes reference to another person and the licensed health care professional has determined that access is reasonably likely to cause substantial harm to such person.
  - If parts of the record are likely to cause harm to the individual or others, those parts can be denied and the rest of the file sent to the inmate/resident.

b. Inmate/Resident Personal Representatives

- i. A personal representative includes a court appointed legal guardian; a person with a health care power of attorney; an executor or next of kin of a deceased patient.
- ii. The facility's privacy officer is required to verify a personal representative's authority by requiring proof through review of the document granting the authority of the personal representative.
- iii. For the purposes of disclosure of PHI, a personal representative is to be treated as the individual only with respect to the PHI that is relevant to the representation. If the authority is limited to certain circumstances such as making relevant decisions regarding life support, then the personal representative's access to the protected health information is limited to that information which may be relevant to decisions about

artificial life support. It does not include phone calls from concerned family members who do not have power of attorney.

**NOTE:** See CCA Policy 13-3, Advance Directives: Living Will/Durable Power of Attorney for Health Care for more information on health care powers of attorney and as to when the authority of the health care power of attorney begins.

- c. Outside Medical Providers/Hospitals/Ambulatory Providers
  - i. PHI may be disclosed to an outside medical provider or facility requiring exchange of information for treatment purposes. Example: to doctors, nurses, hospitals, laboratory technicians.
  - ii. A hospital can release PHI to an ambulance company so that the ambulance company can be reimbursed for services provided.
  - iii. Hospitals and medical staff members can exchange PHI for health care operations purposes, including credentialing.
- d. Peer Review/Quality Assurance/Accreditation
  - i. PHI may be disclosed to another entity for health care operations, such as peer review and quality assurance.
  - ii. PHI may be disclosed to accrediting agencies in conjunction with an audit after signing a Business Associate agreement. Example: ACA, NCCHC, JCAHO. This also allows facility and DOC auditors to access PHI in order to determine compliance with various agency standards.
- e. Court Order/Subpoena
  - i. PHI may be disclosed with a court order from a court of competent jurisdiction requiring the release of the information.
  - ii. PHI may be disclosed with a subpoena or litigation discovery request.  
**NOTE:** Before responding, please obtain guidance from CCA's Facility Support Center legal department.
- f. Public Health Authorities

PHI may be disclosed to public health authorities who are legally authorized to receive such reports for the purpose of preventing or controlling disease, injury, or disability or public health surveillance. Generally, CCA is required reasonably to limit the PHI disclosure for public health purposes to the "minimum necessary" amount to accomplish the public health purpose. Example: Disclosures of specific contagious diseases information to State Departments of health or Centers for Disease Control instead of forwarding the entire medical record; or state departments of health for the purposes of audit or review.
- g. Individuals at Risk
  - i. PHI may be disclosed to another individual who is at risk of contracting or spreading a disease or condition if other law authorizes CCA to notify such individuals as necessary to carry out public health interventions or investigations.  
  
Example: Hepatitis, TB, HIV exposure. See CCA Policy 13-47, Infection Control.

- ii. To avert a serious threat to health or safety if CCA, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of the person or the public and is to a person reasonably able to prevent or lessen the threat, including the target. Example: A seriously mentally ill patient with overt violent ideations toward a specific individual.
- h. Correctional Officials/Law Enforcement

PHI may be disclosed to correctional officials or law enforcement officers having lawful custody if the individual can represent that such PHI is necessary for the following:

- i. To identify or apprehend an individual.
  - ii. The provision of health care to such individuals. Example: Disclosure of inmate/resident's medical condition to correctional unit staff in order to secure a lower bunk.
  - iii. The health and safety of such individual or other inmates/residents. Example: Medical or mental health staff can disclose the mental health status of an inmate/resident that is on suicide watch.
  - iv. The health and safety of the officers or employees of or others at the correctional institution. Example: Disclosure of inmate/resident's contagious airborne disease to correctional staff assigned to that post.
  - v. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates/residents or their transfer from one institution, facility or setting to another. Example: Disclosure of information to a transportation officer that an inmate/resident is diabetic and frequently has seizures as well as information about the appropriate action to take if the inmate/resident has a seizure during transport.
- iv. Law enforcement on the premises of the correctional institutions. Example: Staff can disclose the nature of specific injuries to law enforcement in the investigation of a criminal assault or homicide; as required by law, including laws that require the reporting of certain types of wounds or other physical injuries as follows:
- in compliance with a court order or court-ordered warrant, or a subpoena or summons issued by a judicial officer or a grand jury;
  - without a court order, etc. for the purpose of identifying or locating a suspect, fugitive, material witness or missing person provided that only very limited information is released;
  - without a court order, etc. in response to a request for information about an individual who is a victim of a crime if the individual agrees to the disclosure or if incapacitated the disclosure is in the best interest of the individual and is needed to determine if a violation of law occurred; or
  - without a court order, if CCA believes in good faith that the information constitutes evidence of criminal conduct that occurred on the premises.

- v. The administration and maintenance of the safety, security and good order of the correctional institution. Example: Staff can disclose the nature of an inmate's/resident's injuries that has been assaulted by fellow inmates/residents since disclosure could assist in the institution's investigation and may protect the safety of the inmate/resident in the future.
- vi. After the inmate/resident is released from incarceration, stricter confidentiality measures apply, procedures outlined in this section (E.1.h.) do not apply.
- i. Coroners/Medical Examiners/Funeral Homes  
PHI may be disclosed to coroners, medical examiners and funeral home directors for the purpose of identifying a deceased person, determining the cause of death or other duties as authorized by law.

F. AUTHORIZATION REQUIRED FOR DISCLOSURE OF PHI

An authorization from the patient is required for use and disclosure of PHI for purposes *other than* those outlined above in 13-74.4.E. The 13-74B Authorization for Release of Protected Health Information will be used when required. A copy of each signed 13-74B will be placed/scanned in the inmate/resident medical record.

- 1. Except when psychotherapy notes are used by the mental health care provider to carry out treatment, or by CCA for certain other limited health care operations, uses and disclosure of psychotherapy notes for treatment, payment, and health care operations require the individual's authorization. CCA can also use psychotherapy notes, without an authorization to defend itself in a legal action.

G. GENERAL INFORMATION

- 1. In the health care environment, the potential exists for an individual's protected health information to be disclosed incidentally. Example: A patient may glimpse another patient's name on a sign-in sheet. The HIPAA privacy rule is not intended to impede these customary and essential communications. However, reasonable safeguards must be in place to protect against use and disclosures not permitted by the privacy rule. These reasonable safeguards include appropriate administrative, technical and physical safeguards such as:
  - a. Maintaining the active medical record separately from the confinement case record.
  - b. Speaking quietly when discussing a patient's condition when other inmates/residents or non-medical personnel are nearby;
  - c. Avoiding the use of patient names in public cafeterias, hallways, elevators and break rooms;
  - d. Isolating or locking file cabinets or medical records rooms;
  - e. Allowing only one inmate/resident at a time access to pill call lines. Other inmates/residents waiting for their pills should be reasonably separated so that PHI will not be overheard;
  - f. Speaking softly when making nursing rounds in the Segregation Area;
  - g. Not discussing a patient's condition when facility tours are present in the Health Services Area; and



employment related functions without obtaining any specific authorization from the employee.

2. CCA's own employment records such as those described above are not considered PHI under HIPAA. However, CCA is in a unique position in that from time to time it acts as a health care provider to its employees. In these instances, CCA must distinguish between records that it keeps in its role as an employer from records that it keeps in its role as a health care provider. For instance, when CCA administers a TB test for screening purposes, the results of the test are considered to be PHI. However, if the employee authorizes disclosure of the test results to CCA as its employer for placement in his/her employment record, then the test results are not considered PHI. Under HIPAA, CCA can condition employment on requiring that the employee sign the authorization. Therefore, each employee must sign the 13-35A Employee Authorization for Release of Protected Health Information.

J. RECORDS

CCA must keep training records, grievances, and compliance reports to enable the U.S. Department of Health and Human Services to determine that CCA is complying with the HIPAA Privacy Act.

K. PRE-EMPTION OF STATE LAW

The HIPAA Privacy Rule pre-empts state law unless the state law is more stringent than HIPAA. *If questions arise, please obtain guidance from CCA's Facility Support Center legal department.*

L. **AT THIS FACILITY, ADDITIONAL STATE AND/OR CONTRACTUAL PROCEDURES RELATING TO PRIVACY OF PROTECTED HEALTH INFORMATION ARE:**

None.

**13-74.5 REVIEW:**

The Chief Medical Officer or qualified designee will review this policy on an annual basis.

**13-74.6 APPLICABILITY:**

All CCA Facilities (Provided contractual requirements do not mandate otherwise)

**13-74.7 APPENDICES:**

None

**13-74.8 ATTACHMENTS:**

- 13-74A CCA Privacy of Protected Health Information Acknowledgement
- 13-74B Authorization for Release of Protected Health Information (English and Spanish)
- 13-35A Employee Authorization for Release of Information

**13-74.9 REFERENCES:**

- CCA Policy 13-3
- CCA Policy 13-35

CCA Policy 13-47

ACA 4-4396M/4-ALDF-4D-13

4-4403M/4-ALDF-4D-19M

4-4414/4-ALDF-4D-27

NCCHC P-A-08/J-A-08

P-A-09/J-A-09

P-E-10/J-E-10

P-H-02E/J-H-02E

JCAHO RI.2.10

RI.2.130

RI.1.30

IM.2.10

IM.2.20

[www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa), [www.hhs.gov/ocr/hipaa/privacy.html](http://www.hhs.gov/ocr/hipaa/privacy.html)

<b>CORRECTIONS CORPORATION OF AMERICA</b>
<b>PRIVACY OF PROTECTED HEALTH INFORMATION ACKNOWLEDGEMENT</b>

I, \_\_\_\_\_, HAVE READ CCA POLICY 13-74, PRIVACY OF PROTECTED HEALTH INFORMATION. I UNDERSTAND THE CONTENTS AND PROCEDURES OUTLINED IN THE POLICY AND THAT THESE STANDARDS MUST BE MET.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Original: Personnel File  
Copy: Training File