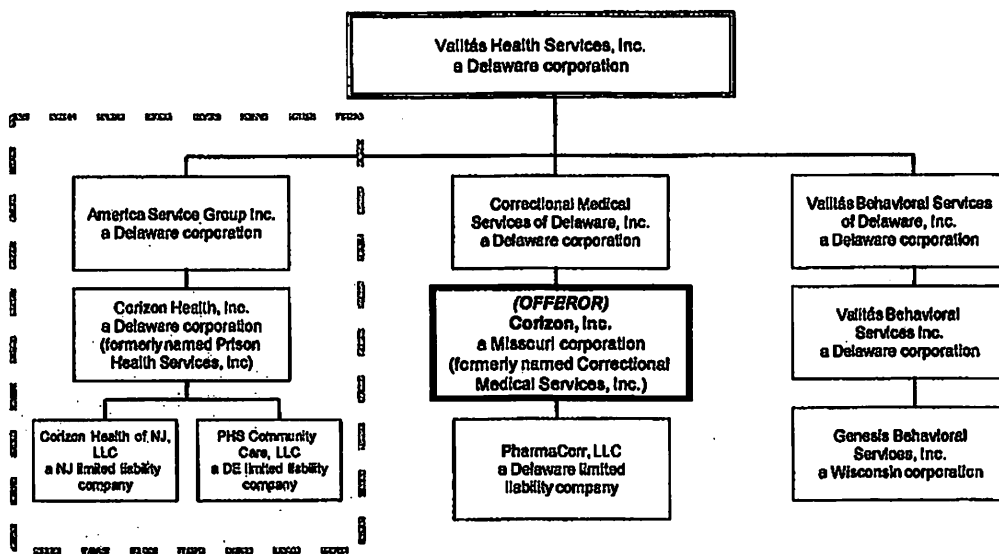




As such, we have not included unaudited financial statements for the merged entity, as the bidding entity (Corizon, Inc.) is not in fact a newly formed entity, it is merely a name change from Correctional Medical Services, Inc. to Corizon, Inc. However, should the ADC still be interested in unaudited quarterly financial statements from the combination of Corizon, Inc. and Corizon Health, Inc., we would be pleased to provide them.

THE VALITÁS COMPANIES



Note: Shaded group of entities was merged under the Valitás group of companies on June 3, 2011

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7. Scope of Work, Page 50, Requirements, Section 2.6.15: As part of the proposal, an offeror may include as part of their response an option for increasing on-site infirmary beds. Your proposal response does not include an option for the expansion of the infirmary beds, rather a proposed re-design of existing space. Your proposal did not include the required documents under subsections 2.6.15.1 through 2.6.15.3 in order for the Department to evaluate the re-design. Please submit all of the required documents in accordance with the RFP.



Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Indiana Department of Correction	
Years of Service	6 Years September 2005-Present
ADP	26,818
Scope of Services	Medical, dental, pharmacy, mental health, substance abuse and third party administration
Corizon Entity	Corizon, Inc.
New Mexico Corrections Department	
Years of Service	5 Years July 2007-Present
ADP	6,558
Scope of Services	Medical, dental, pharmacy, psychiatry, and third party administration
Corizon Entity	Corizon, Inc.
Alabama Department of Corrections	
Years of Service	5 Years November 2007-Present <i>This contract was also with our sister company, Corizon Health, Inc. from November 2003 – October 2007.</i>
ADP	25,639
Scope of Services	Medical, dental, pharmacy, utilization management, third party administration
Corizon Entity	Corizon, Inc.
Michigan Department of Corrections	
Years of Service	3 Years April 2009-Present <i>This contract was also with Corizon, Inc. from April 1998 – March 2009.</i>
ADP	42,772
Scope of Services	Medical staffing and management services and third party administration
Corizon Entity	Corizon Health, Inc.
Tennessee Department of Correction	
Years of Service	3 Years January 2010-Present
ADP	19,839
Scope of Services	Medical, mental health (awarded to Corizon in 2012), dental, pharmacy, utilization management and third party administration
Corizon Entity	Corizon, Inc.



Corizon's proposed leadership team – with full commitment from Corizon's senior management – is ready to "hit-the-ground-running" and establish a collaborative, responsive and accountable working partnership with you. We believe Corizon has the right people, resources, systems and cost-saving abilities required to make this contract a sustainable and measureable success.

As the CEO of the largest provider of correctional healthcare services, I can assure you I will make all of the resources of Corizon available to the ADC to ensure a successful contract transition and ongoing operations.

Thank you for the opportunity to present this Proposal. As requested, this Proposal includes only those sections of our Proposal that have changed from our previously submitted proposal on January 3, 2012. Please do not hesitate to contact Frank Fletcher, our Senior Director of Business Development at 314-919-9108 or Frank.Fletcher@corizonhealth.com If you have any questions pertaining to our Proposal. We look forward to partnering with the ADC in the coming weeks.

Sincerely,

A handwritten signature in black ink, appearing to be "RH", written over a white background.

Rich Hallworth

Chief Executive Officer

E-mail: Hallworth@corizonhealth.com

Office: 615-376-1332 | Fax: 615-376-9862

BUSINESS ASSOCIATE CONTRACT

THIS BUSINESS ASSOCIATE CONTRACT (hereinafter the "Agreement") is entered by and between Corizon Health, Inc., a corporate entity and its affiliated covered entities, including but not limited to Corizon, Inc. and Corizon Health of New Jersey, LLC (as defined and permitted pursuant to 45 C.F.R. § 164.504) with its principal place of business located at 105 Westpark Drive, Suite 200, Brentwood, TN 37027 (hereinafter the "Business Associate"); and Arizona Department of Corrections, 1601 W. Jefferson Street, Phoenix, AZ 85007 (hereinafter "Covered Entity").

- 1. Background and Purpose.** Business Associate provides services (hereinafter the "Services") to Covered Entity. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Agreement shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA.
- 2. Definitions.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.
- 3. Obligations and Activities of Business Associate.** Business Associate agrees to:
 - a. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
 - b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by the Agreement;
 - c. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Business Associate agrees to provide such notification to Covered Entity within five (5) business days of Business Associate's discovery of the breach;
 - d. Enter into a written agreement with any agent or subcontractor that will have access to PHI that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
 - e. Within fifteen (15) days of receiving a written request from Covered Entity for access to PHI about an individual contained in a Designated Record Set, make such PHI

available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. in the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days forward such request to Covered Entity;

- f. Within fifteen (15) days of receiving a written request from Covered Entity for amendment of an individual's PHI contained in a Designated Record Set, make such PHI available to Covered Entity for such amendment and incorporate any amendments to the PHI in accordance with the HIPAA Regulations;
- g. Within twenty (20) days of receiving a written request from Covered Entity, make available to Covered Entity the information required for Covered Entity to provide an accounting of disclosures of PHI as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. in the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;
- h. To the extent the Business Associate is to carry out one (1) 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 the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Regulations.

4. Permitted Uses and Disclosures by Business Associate.

a. Unless otherwise limited herein, Business Associate may:

- i. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate;
- ii. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
 - a) the disclosures are required by law; or
 - b) Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;
- iii. Provide Data Aggregation services related to the health care operations of the Covered Entity;

- iv. De-identify PHI obtained by Business Associate under the Underlying Agreement(s) or this Agreement and use such de-identified data in accordance with the de-identification requirements of the HIPAA Regulations; and
 - v. Make uses, disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- b. Business associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, to the extent Business Associate is to carry out the obligations of a Covered Entity.
 - c. Business associate may provide data aggregation services relating to the health care operations of the Covered Entity.
5. **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.** Covered entity shall notify Business Associate of:
- a. Any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;
 - b. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and
 - c. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
6. **Permissible Requests by Covered Entity.** Covered entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

7. **Term and Termination**

- a. **Term.** This Agreement shall be effective as of the final signature on the last page of this Agreement.
- b. **Termination by Covered Entity.** Compliance with the terms of this Agreement is a material term of any arrangement for providing the Services, pursuant to which Covered Entity is making PHI available to Business Associate. Should Covered Entity become aware of a breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall provide Business Associate with written notice of such breach or violation. Upon receipt of such notice, Business Associate shall act diligently to remedy any such breach or violation. Covered Entity shall be entitled to terminate the Services if Business Associate fails to cure the breach or violation within a reasonable time or if Business Associate has breached or violated its obligations under this Agreement on more than one (1) occasion. If termination of the

Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services.

- c. Obligations of Business Associate upon Termination. Upon the completion or earlier termination of the Services, Business Associate shall return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this Agreement and the completion or earlier termination of the Services.
8. Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended.
9. Amendment. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly and that changes to this Agreement may be necessary to ensure compliance with such developments. The parties hereby agree to take such actions and to execute any and all amendments to this Agreement as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
11. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations.

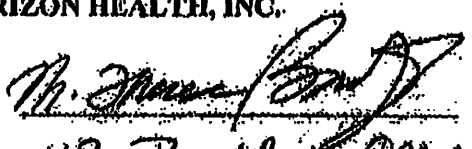
IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

ARIZONA DEPARTMENT OF CORIZON HEALTH, INC.
CORRECTIONS

By: 

Title: CHIEF PROCUREMENT OFFICER

Date: 1/16/2014

By: 

Title: VP, Provider Operations

Date: 1/7/14



Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Missouri Division of Offender Rehabilitation Services/Department of Corrections	
Years of Service	20 Years December 1992-Present
ADP	30,608
Scope of Services	Medical, dental, pharmacy, utilization management, and third party administration
Corizon Entity	Corizon, Inc.
Arkansas Department of Corrections	
Years of Service	15 Years July 1997-Present
ADP	14,374
Scope of Services	Medical, dental, pharmacy, psychiatry and third party administration
Corizon Entity	Corizon, Inc.
Minnesota Department of Corrections	
Years of Service	14 Years July 1998-Present
ADP	9,301
Scope of Services	Medical and psychiatry staffing, utilization management, pharmacy, and third party administration
Corizon Entity	Corizon, Inc.
Wyoming Department of Correction	
Years of Service	7 Years July 2005-Present <i>This contract was also with Corizon, Inc. from June 1999 – June 2005.</i>
ADP	1,922
Scope of Services	Medical, dental, mental health, and third party administration
Corizon Entity	Corizon Health, Inc.
Idaho Department of Correction	
Years of Service	7 Years July 2005-Present <i>This contract was also with our sister company, Corizon Health, Inc. from October 1996 – September 2001.</i>
ADP	5,080
Scope of Services	Medical, dental, pharmacy, limited mental health and third party administration
Corizon Entity	Corizon, Inc.