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(14) 01046

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

THOMAS E. PEREZ Secretary of Labor, :
United States Department of Labor, :
 : OSHRC DOCKET
Complainant, :
 : NO. 14-1346
v. :
 :
CORIZON HEALTH, INC., CORRECTIONAL MEDICAL :
ASSOCIATES OF NY, CORRECTIONAL DENTAL :
ASSOCIATES OF NEW YORK, :
 :
Respondents. :

SETTLEMENT AGREEMENT

I.

Scope and Intent of Settlement Agreement

Complainant, Secretary of Labor, United States Department of Labor (“Complainant”), by and through his attorneys, and Respondent, Corizon Health, Inc. (“Corizon”), Correctional Medical Associates of NY (“CMA”), and Correctional Dental Associates of New York (“CDA”) (collectively “Respondent”), hereby stipulate and agree that:

(A) On August 7, 2014, Respondent was cited for alleged violations of the Occupational Safety and Health Act of 1970, 29 USC 651, et seq., (“the Act”), and was issued a Notification of Proposed Penalty in the total amount of \$71,000.

(B) Respondent, an employer within the meaning of Section 3(5) of the Act, duly filed with a representative of Complainant a notice of intent to contest the citations and proposed

penalties. These notices were duly transmitted to the Occupational Safety and Health Review Commission (“Commission”) and it is agreed that jurisdiction of these proceeding is conferred upon said Commission by Section 10(c) of the Act.

(C) Complainant and Respondent (“the Parties”) have agreed in this Settlement Agreement (“SA”) to resolve in full and as described below all matters in the case identified by the above-referenced docket number.

(D) The Parties have agreed on site-specific abatement measures to be implemented at the inspection site referenced in the citations, the Rikers Island facilities (“Rikers Island Abatement Measures”), as described below.

(E) The Parties have also agreed to additional abatement measures, including the Workplace Violence Prevention Program, Hazard Assessment, Policies, Incident Reporting System, Recordkeeping, Training, and Monitoring (“Additional Abatement Measures”), and other terms described below, and that all such measures shall be applied on a corporate-wide basis to all of Corizon’s employees and worksites covered by the Act and at all CMA’s and CDA’s worksites at Corizon worksites (“Covered Worksites”). Such currently existing Covered Worksites are identified in Appendix A attached hereto. Appendix A is divided into three sections, indicating the division of the Covered Worksites into three abatement compliance groups: A-1 (Northeast, Mid-Atlantic, and Midwest regions), A-2 (Southeast region) and A-3 (West region). The abatement completion dates differ for compliance groups A-1, A-2 and A-3. The terms of this SA shall also apply to any Covered Worksites acquired by Respondent during the term (defined below) of this SA. Within 60 days of either the addition of a newly contracted Covered Worksite or the elimination of any Covered Worksite, Respondent shall promptly notify the Occupational Safety and Health Administration, Director of Directorate of Enforcement

Programs or his designee (“OSHA”), in writing, of these changes to the Covered Worksites in Appendix A.

(F) The Parties to this SA recognize that some of Respondent’s Worksites are located in states that have assumed authority for the enforcement of Occupational Safety and Health standards pursuant to Section 18 of the Act (“State Plan States”). Complainant herein encourages Respondent to follow the terms of this SA at all of its Worksites in State Plan States. OSHA will notify and encourage these State Plan States to honor or agree to the terms of this SA. For ease of reference, the Parties have attached hereto as Appendix B a current list of all of Respondent’s Worksites in State Plan States.

II.

Resolution and Amendment of Citation Items

(A) Complainant hereby amends the citations to reclassify Citation 1, Item 1 from a Willful violation to an Unclassified violation of Section 5(a)(1) of the Act. Citation 2, Item 1 remains unchanged.

(B) Complainant hereby amends the proposed penalties set forth in the citations to reflect an amended proposed penalty of \$38,000, to be apportioned for settlement purposes as follows:

Citation 1, Item 1: \$37,000

Citation 2, Item 1: \$1,000

Total penalties: \$38,000

(C) Abatement for all items of the citations, except as to those Additional Abatement Measures and dates specified below in Sections IV, is within 90 days from the date this SA is fully executed.¹ Dates for compliance with particular terms of the Rikers Island Abatement Measures are detailed below in Section III. Dates for compliance with particular terms of the

¹ “Fully executed” shall mean the date of the last signature of the parties on the SA.

Additional Abatement Measures for Covered Worksites are detailed below in Section IV and summarized in Appendix C attached hereto.

(D) Respondent certifies that the specific violations alleged in the above-referenced case and affirmed by this SA have been abated or will be abated in accordance with the Rikers Island Abatement Measures described below in Section III. For each of those citation items, abatement verification and certification, as required by 29 CFR 1903.19(c), shall be submitted to the Area Director of the Occupational Safety and Health Administration Manhattan Area Office. Such abatement verification and certification shall be signed by one of Respondent's senior executives with authority to order compliance with safety and health measures and with knowledge of the compliance required by this SA; it shall be submitted no later than 90 days from the date this SA is fully executed. Respondent also agrees to submit at the same time such abatement documentation as is required by 29 CFR 1903.19(d). (Dates for compliance with the Additional Abatement Measures, and for the submission of other reports and documentation required by this SA, and to whom to send them, are set forth elsewhere in this SA.)

(E) The Citations and Notification of Penalty are deemed amended to include the full terms of this SA, including the Rikers Island Abatement Measures, the Additional Abatement Measures, all agreements as to actions to be taken by Respondent, and all implementation dates, which are described in this SA.

III.

Rikers Island Abatement Measures

(A) Respondent agrees to maintain the following abatement measures at the inspection site, the Rikers Island facilities, which have already been fully implemented:

(1) Respondent shall conduct a thorough assessment of the workplace violence hazards in the Rikers Island facilities. Employees and unions shall be consulted in the hazard assessment process. In conducting the hazard assessment, Respondent shall identify workplace violence hazards, evaluate the effectiveness of any existing measures to address workplace violence hazards, and develop recommendations for any additional and/or remedial measures to address workplace violence hazards. The hazard assessment shall be summarized in writing, and an updated hazard assessment shall be completed on an annual basis. Documentation of the initial hazard assessment shall be submitted to OSHA no later than 45 days from the date this SA is fully executed.

(2) Respondent shall develop and implement revised workplace violence policies for the Rikers Island facilities, including an anti-retaliation pledge for any employee who reports actual or potential workplace violence. Employees and unions shall be consulted in the process of drafting the revised workplace violence policies. The revised written policies shall be communicated and provided to all employees. The policies shall be provided to employees in a manner and language that will enable all employees to understand the content.

(3) Respondent shall create site-specific safety committees at the Rikers Island facilities, as well as a Rikers Island-wide committee, dedicated to improving safety and security for Respondent's employees and which specifically address issues of workplace violence. Employees and unions shall participate on site-specific safety committees and the Rikers Island-wide committee.

(4) Respondent shall review and encourage the use of its anonymous complaint hotline at the Rikers Island facilities, including communicating to all employees that the hotline is one mechanism for reporting workplace violence incidents and/or concerns.

(5) Respondent shall develop and ensure completion of revised employee training programs for the Rikers Island facilities addressing workplace violence hazards and prevention. Employees and unions shall be consulted in the process of developing and implementing the revised workplace violence training curriculum. The workplace violence training shall be provided annually to all employees, both managerial and non-managerial. The training shall be provided to employees in a manner and language that will enable all employees to understand the content. The training curriculum shall include, but not be limited to, the following topics:

(a) Potential workplace violence hazards identified in the hazard assessment and risk factors that cause or contribute to assaults.

(b) Communication by management regarding the measures taken by Respondent to address and/or minimize potential workplace violence hazards at the worksite.

(c) Review of the worksite's workplace violence policies.

(d) Instructions regarding the worksite's system for reporting, and procedures for investigating, workplace violence incidents.

(e) Rights of employees to engage in activities protected by the Act without retaliation, including reporting actual or potential workplace violence.

(6) Respondent shall investigate workplace violence incidents and/or concerns which are reported, in accordance with the revised workplace violence policies.

(B) Within 90 days from the date this SA is fully executed, Respondent will implement the following abatement measures at the Rikers Island facilities:

(1) Respondent shall review and implement improvements in its existing aggressive patient alert system at the Rikers Island facilities.

(2) Respondent shall seek greater coordination with the New York City Department of Corrections (“DOC”) regarding workplace violence issues at the Rikers Island facilities, including, but not limited to, regular attendance by Respondent’s representatives at site-specific wardens’ meetings.

(C) The Parties acknowledge that some actions and engineering controls designed to minimize the workplace violence hazards at the Rikers Island facilities are not within Respondent’s ultimate control. As such, Respondent shall continue to request that DOC finalize the following actions which the DOC has initiated at the Rikers Island facilities:

(1) Implementing numerous physical changes and improvements to the facilities, including installation of panic alarms, cuff bars, immovable inmate seating in health clinics, video cameras, and hallway mirrors.

(2) Increasing the effectiveness and visibility of correctional officers assigned to health clinics and inmate housing units.

(3) Increasing cooperation with Respondent with respect to wardens’ meetings and employee trainings.

IV.

Additional Abatement Measures at Covered Worksites

(A) In addition to the site-specific abatement measures at the inspection site, the Rikers Island facilities, Respondent agrees to implement the following additional abatement measures for its Covered Worksites nationwide. Wherever possible, Respondent intends to implement the additional abatement measures in the following order: initial communication with employees, workplace violence prevention policy, workplace violence incident reporting system, workplace violence recordkeeping, workplace violence hazard assessment, workplace violence prevention program, and workplace violence prevention training.

(B) Initial Communication With Employees

(1) Within 45 days from the date this SA is fully executed, Respondent shall communicate to all its employees, both orally and in writing, regarding workplace violence measures to be instituted for its Covered Worksites identified in Appendices A-1, A-2 and A-3. These communications shall be provided to employees in a manner and language that will enable all employees to understand the content. Such communications shall include:

(a) Informing employees of the existing workplace violence policies and procedures for reporting actual or potential workplace violence.

(b) Encouraging employees to report actual or potential workplace violence without fear of retaliation.

(c) Informing employees that management is committed to protecting employees from workplace violence.

(d) Informing employees that workplace violence programs, policies, assessments, training and reporting systems will be developed and implemented.

(C) Workplace Violence Prevention Policy

(1) Within six (6) months from the date this SA is fully executed, Respondent shall develop and disseminate to all employees a written Workplace Violence Prevention Policy (“WPV Policy”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall develop and disseminate to all employees a written WPV Policy for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully executed, Respondent shall develop and disseminate to all employees a written WPV Policy for its Covered Worksites identified in Appendix A-3.

(2) The WPV Policy shall include an anti-retaliation pledge for any employee who reports actual or potential workplace violence. Employees and, where applicable, unions at Covered Worksites shall be consulted in the process of developing and disseminating the WPV Policy.

(D) Workplace Violence Incident Reporting System

(1) Within six (6) months from the date this SA is fully executed, Respondent shall develop, implement and maintain a Workplace Violence Incident Reporting System (“WPV Incident Reporting System”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall develop, implement and maintain a WPV Incident Reporting System for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully

executed, Respondent shall develop, implement and maintain a WPV Incident Reporting System for its Covered Worksites identified in Appendix A-3.

(2) Employees and, where applicable, unions at Covered Worksites shall be consulted in the process of developing and implementing the WPV Incident Reporting System.

(3) The WPV Incident Reporting System shall include, but is not limited to:

(a) The use of a Workplace Violence Incident Report Form (“WPV Form”).

(b) Instruction to all employees regarding the procedures for using the WPV Form, and instruction to all management employees regarding how WPV Forms will be processed.

(E) Workplace Violence Recordkeeping

(1) Within six (6) months from the date this SA is fully executed, Respondent shall ensure the completion and maintenance of thorough and accurate records of incidents of workplace violence (“WPV Records”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall ensure the completion and maintenance of thorough and accurate WPV Records for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully executed, Respondent shall ensure the completion and maintenance of thorough and accurate WPV Records for its Covered Worksites identified in Appendix A-3.

(2) Management at each Covered Worksite shall be instructed regarding the proper procedures for processing WPV Records. Respondent shall maintain WPV Records at its regional or central offices.

(F) Workplace Violence Hazard Assessment

(1) Within six (6) months from the date this SA is fully executed, Respondent shall conduct a Workplace Violence Hazard Assessment (“WPV Assessment”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall conduct a WPV Assessment for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully executed, Respondent shall conduct a WPV Assessment for its Covered Worksites identified in Appendix A-3.

(2) Employees and, where applicable, unions at Covered Worksites shall be consulted and included in the hazard assessment process. In conducting the WPV Assessment at each Covered Worksite, Respondent shall identify workplace violence hazards, evaluate the effectiveness of any existing measures to address workplace violence hazards, and develop recommendations for any additional and/or remedial measures, if needed, to address workplace violence hazards. The WPV Assessments shall be summarized in writing and available for review by the Internal Monitor (as defined below) and OSHA, upon request.

(3) Updated WPV Assessments shall be completed at each Covered Worksite no later than one (1) year following the initial WPV Assessment.

(G) Workplace Violence Prevention Program

(1) Within six (6) months from the date this SA is fully executed, Respondent shall develop and fully implement a written Workplace Violence Prevention Program (“WPV Program”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall develop and fully implement a written WPV Program for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully executed, Respondent shall develop and fully implement a written WPV Program for its Covered Worksites identified in Appendix A-3.

(2) Employees and, where applicable, unions at Covered Worksites shall be consulted in the process of developing and implementing the WPV Program. Although specifics of the WPV Programs may differ depending on the size, type and location of each Covered Worksite, all WPV Programs shall incorporate the measures described herein.

(H) Workplace Violence Prevention Training

(1) Within six (6) months from the date this SA is fully executed, Respondent shall provide comprehensive training regarding workplace violence (“WPV Training”) for its Covered Worksites identified in Appendix A-1. Within nine (9) months from the date this SA is fully executed, Respondent shall provide WPV Training for its Covered Worksites identified in Appendix A-2. Within one (1) year from the date this SA is fully executed, Respondent shall provide WPV Training for its Covered Worksites identified in Appendix A-3.

(2) The WPV Training shall be provided to all employees, both managerial and non-managerial, at each Covered Worksite in a manner and language that will enable all employees to understand the content. Employees and, where applicable, unions at Covered Worksites shall be consulted in the process of developing and implementing the WPV Training.

(3) The WPV Training shall include, but not be limited to, the following topics:

(a) Potential workplace violence hazards identified in the hazard assessment and risk factors that may cause or contribute to assaults.

(b) Review of the worksite's WPV program.

(c) Review of the worksite's WPV Policy.

(d) Instructions regarding the worksite's WPV Incident Reporting System and WPV form.

(e) Rights of employees to engage in activities protected by the Act without retaliation, including reporting actual or potential workplace violence.

(4) Following the implementation of the initial WPV Training, the WPV Training shall be provided to all new employees at each Covered Worksite as part of the standard orientation process.

(5) The WPV Training shall be provided again for all employees at each Covered Worksite no later than one (1) year following the initial WPV Training.

(6) Respondent shall maintain written records of the dates of the WPV Trainings and the names of all participants at each Covered Worksite. These WPV Training records shall be available for review by the Internal Monitor (as defined below) and OSHA, upon request.

(I) Communication with Local Authorities

(1) Respondent shall seek greater coordination with local departments of corrections or similar organizations that work with its Covered Worksites nationwide regarding workplace violence issues at the Covered facilities.

(2) The Parties acknowledge that some actions and engineering controls designed to minimize the workplace violence hazards at other covered facilities are not within Respondent's ultimate control. However, should Respondent determine that the workplace conditions at any of its Covered Worksites represent serious workplace violence hazards to its employees, Respondent shall promptly take necessary steps to ensure the protection of its employees from such known hazards.

V.

Internal Corporate Monitoring

(A) Within 45 days from the date this SA is fully executed, Respondent shall designate and provide to OSHA the name and contact information for a corporate officer or senior manager who will conduct internal monitoring to ensure compliance with the Act and the terms of this SA (the "Internal Monitor"). The Internal Monitor may designate as many Assistant Monitors as necessary to effectively monitor the agreement. The Assistant Monitors shall hold titles at the manager level or higher. Respondent shall notify OSHA in advance of any change in the Internal Monitor.

(B) Beginning six (6) months from the date this SA is fully executed, the Internal Monitor shall perform corporate-wide monitoring for an eighteen (18) month period (during the term of this SA) to determine compliance with the Act and the terms of this SA. The Internal Monitor shall assess whether the abatement measures identified in Section IV have been

implemented at Covered Worksites within the agreed-upon time frames and whether the WPV Programs adopted at Covered Worksites comply with the Act and the terms of this SA.

(C) The Internal Monitor shall conduct inspections of at least fifteen (15) percent of all Covered Worksites during this eighteen (18) month monitoring period; such inspections shall be conducted periodically throughout the monitoring period, with the aggregate number of inspections to be equivalent to at least fifteen (15) percent of the average number of Covered Worksites throughout the period. For each Covered Worksite inspected, the Internal Monitor shall assess: 1) the WPV Program, including when and how the program was distributed to employees, and whether the program is appropriate for the worksite; 2) the WPV Hazard Assessment, including when it occurred, whether it notes any recommendations for improved WPV measures, and whether the assessment is appropriate for the worksite; 3) the WPV Policy, including when and how the policy was distributed to employees, whether it includes an anti-retaliation pledge, and whether the policy is appropriate for the worksite; 4) the WPV Incident Reporting System, including when and how employees were instructed on the system and whether the system and the incident report form are appropriate for the worksite; 5) the WPV Recordkeeping, including when and how managers were instructed in WPV recordkeeping and whether the records are appropriately completed and maintained; 6) the WPV Training, including when and how it was provided to employees, and whether the training curriculum addresses: WPV risk factors and hazards identified in the WPV Assessment, the WPV Program, the WPV Policy, the WPV Incident Reporting System, and employee rights and anti-retaliation policy; and 7) whether employees and, where applicable, unions were consulted regarding the above WPV measures. The Internal monitor shall maintain records of inspections. The inspection records shall be made available to OSHA upon request.

(D) The Inspections described in Section V(C) above may be conducted by the Internal Monitor or an Assistant Monitor.

VI.

Withdrawal of Notice of Contest and Entry of Final Order

In view of the aforesaid, Respondent hereby withdraws its Notice of Contest and the Parties agree that this SA, as well as the citations and proposed penalties and the abatement measures and dates, as amended by this SA, and including the Additional Abatement Measures, shall be affirmed and become a Final Order of the Review Commission.

VII.

OSHA Monitoring and Reporting

(A) For as long as this SA is effective, Respondent shall permit Complainant to enter into and conduct monitoring inspections at its Covered Worksites to verify compliance with the SA. Consistent with OSHA's agreement with the Bureau of Prisons, Complainant will cooperate with local correctional facilities at the Covered Worksites with respect to access and security regulations. OSHA will then contact the Internal Monitor to notify that individual of the OSHA monitoring inspections. The Internal Monitor, an Assistant Monitor, or another Respondent employee designated by the Internal Monitor, shall be permitted to attend OSHA monitoring inspections. The Parties agree that the presence of the Internal Monitor or an Assistant Monitor at any monitoring inspection is desirable, and both Parties will make reasonable efforts to allow the Internal Monitor or an Assistant Monitor to be present at each monitoring inspection. Respondent shall not require warrants for entry by OSHA, and shall not require subpoenas for reasonable access to documents, witnesses, or other information related to compliance with this SA. The scope of the OSHA monitoring inspections shall be limited to the verification of

compliance with this SA, unless other non-compliant conditions are observed in the plain view of OSHA during the verification visit.

(B) Six (6) months after the Effective Date of this SA, and thereafter at six (6) month intervals during the term of this SA, Respondent shall submit a written compliance report to OSHA summarizing Respondent's status of compliance with the terms of Sections IV of this SA (a "Compliance Report"). Each Compliance Report shall include: 1) a written certification by Respondent that it is currently in compliance with all of the terms of this SA, or 2) if Respondent is not then in full compliance, a written statement by Respondent describing all areas of non-compliance, the remedial actions to be taken by Respondent at each affected Covered Worksite, and the date by which Respondent anticipates it will be able to achieve full compliance at each such worksite. Nothing in this paragraph shall be construed as a substitute or replacement for other reporting requirements set forth in this SA. Nor shall the reporting requirements in this paragraph be satisfied by only submitting reports required by any other provisions of this SA. Finally, nothing in this paragraph shall be construed as a waiver or limitation of OSHA's ability to monitor and/or enforce Respondent's compliance with the terms of the SA, as noted above.

(C) The parties shall hold a meeting approximately one (1) year after the Effective Date of this SA to discuss the status of abatement and Respondent's progress in implementation of the Additional Abatement Measures and Internal Corporate Monitoring outlined in Sections IV and V of this SA. This meeting will provide the parties with an opportunity to identify any concerns, issues and/or challenges and, if Respondent feels it is necessary, to discuss the need for additional time to comply with the terms of this SA. This meeting will be held at a mutually agreed upon date and time after OSHA receives Respondent's second Compliance Report. This meeting will be held at the U.S. Department of Labor, Occupational Safety and Health

Administration, 200 Constitution Avenue N.W., Washington D.C. 20001. Points of contact for this meeting and discussions between the parties are: Thomas Galassi, Director, OSHA Directorate of Enforcement Programs, U.S. Department of Labor, Occupational Safety and Health Administration, 200 Constitution Avenue N.W., Room N3119, Washington D.C. 20001, telephone (202) 693-2100; J. Scott King, Esq., Chief Legal Officer, Corizon Health, Inc., 105 Westpark Drive, Suite 200, Brentwood, TN 37027, telephone (615) 376-1323 and Denise M. Keyser, Esquire, Ballard Spahr LLP, 210 Lake Drive East, Suite 200, Cherry Hill, NJ 08002-1163, telephone (856) 761-3442 for Respondent, or their designees. However, nothing in this paragraph precludes meeting(s) at the local level. When necessary, the parties will follow the procedures outlined in Section X to resolve any concerns.

VIII.

Effective Date and Term of SA

(A) This SA shall become effective on the date it is fully executed (the “Effective Date”).

(B) The SA and its terms shall terminate on the date that is two (2) years after the Effective Date (the “Termination Date”), unless extended in accordance with this section.

(C) Before the Termination Date of this SA, either Party may provide written notice to the other that it wishes to extend the SA for an additional time period. Such notice shall be provided no later than the date that is 45 days prior to the Termination Date. Upon providing such notice, the term of the SA shall automatically extend until the date that is 45 days after the Termination Date, to allow the Parties an opportunity to discuss continuation of the SA for an additional time period. The Parties agree to engage in such discussions in good faith in an effort to reach a mutually acceptable agreement to continue the term of this SA. If the parties do not

reach an agreement to continue the term of this SA, it shall terminate at the conclusion of the additional 45 days.

IX.

Penalties

Respondent certifies that the total penalty of \$38,000 as described in Section II.B above, is being paid by Respondent with the return of this signed SA to Complainant.

X.

Dispute Resolution

If, during the term of the SA, OSHA determines that Respondent is not or may not be in compliance with any portion of this SA, OSHA shall promptly notify Respondent in writing of its findings. Respondent shall have 30 days from receipt of OSHA's notification to provide a written response to OSHA. Within 30 days of receipt of Respondent's written response, the Parties will enter into good faith discussions to attempt to resolve the issue(s). If the Parties are unable to resolve the issue within 30 days of entering into such discussions, the Parties may, by agreement, extend such time frame or the Complainant shall determine the appropriate course of action.

XI.

Failure to Abate and Section 11(b) of the Act

The Parties understand and agree that their inability to reach an agreement regarding any alleged non-compliance with the SA, or, Respondent's failure to perform in good faith any of the terms or abatement measures and Additional Abatement Measures required in the SA, including the payment of penalties as set forth herein, may be cited by Complainant as a failure to abate under Section 10(b) of the Act, 29 U.S.C. § 659(b), and may be subject to an enforcement action

brought by Complainant pursuant to Section 11(b) of the Act, 29 U.S.C. §660(b), to the same extent as if these terms, abatement measures and Additional Abatement Measures had been set forth from the outset in the Citations and Notification of Penalties issued in these matters.

XII.

Service and Posting of SA and Settlement Summary

(A) Respondent certifies that affected employees are represented by the following unions at its Covered Worksites: District 1199J National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO at its Covered Worksites in Union County, New Jersey; 1199SEIU, Doctors Council SEIU, New York State Nursing Association at its Covered Worksites in New York at Rikers Island; District 1199C National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO, at its Covered Worksites in Philadelphia, Pennsylvania; United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC at its Covered Worksites in Allegheny County, Pennsylvania. Respondent certifies that there is no authorized employee representative of Respondent's affected employees at the balance of its Covered Worksites listed on Appendix A to this SA. Respondent further certifies that it will serve this SA on the employees at Rikers Island on July 8, 2015 by posting it in a place where the Citations are required to be posted, in accordance with Rules 7 and 100 of the Commission's Rules of Procedure, for the duration of the SA.

(B) Respondent further agrees that, no later than 30 days after this SA is fully executed, it shall post at its Covered Worksites (not including the Rikers Island facilities) a notice of this SA with a brief summary of its contents, including the abatement actions it has agreed to take with respect to all of its Covered Worksites and a link to the full SA on OSHA's website. This SA

summary is attached hereto as Appendix D. Such posting shall be for a period of 90 days. Thereafter, for the duration of this SA, Respondent shall include the SA summary in its initial employee orientation training materials.

XIII.

Modification of Abatement Schedule

The Parties stipulate and agree that Respondent reserves its right to petition OSHA for modification of the abatement dates, pursuant to 29 C.F.R. §1903.14a, if Respondent is unable to meet any abatement deadlines set forth above because of factor beyond its reasonable control and despite its good faith effort to comply with the required abatement measures. OSHA agrees that any such Petition for Modification of Abatement Date (“PMA”) submitted by Respondent to OSHA, and any extension of time approved by OSHA in response to such a PMA, need not be made specific to a single worksite, but may be made to apply to any or all of the Covered Worksites. The Parties further stipulate and agree that any extension of time approved by OSHA in response to a PMA submitted by Respondent during the term of this SA shall be automatically incorporated into this SA and binding upon the Parties.

XIV.

Future Compliance With the Act

Respondents hereby agree to continue to comply with the Act in all respects in the future.

XV.

Citations During the Term of this SA

The SA does not limit OSHA’s authority to conduct inspections of Respondent’s Worksites pursuant to its normal inspection procedures. If, during any inspection conducted by OSHA during the term of the SA, OSHA identifies a violative condition addressed by this SA

that would ordinarily result in a citation, the Parties shall follow the dispute resolution procedure outlined in Section X above. However, nothing in this SA limits OSHA's ability to immediately issue citations to Respondent for conditions that are not the subject of the SA.

XVI.

Notice and Communications

Any notice provided by a Party pursuant to this SA shall be in writing and delivered by certified mail, return receipt requested, to the addresses below:

(A) If to Complainant:

Thomas Galassi, Director
Directorate of Enforcement Programs
U.S. Department of Labor
Occupational Safety and Health Administration
200 Constitution Avenue N.W., Room N3119
Washington D.C. 20001

(B) If to Respondent:

J. Scott King, Esquire
Chief Legal Officer
Corizon Health, Inc.
105 Westpark Drive, Suite 200
Brentwood, TN 37027
and
Denise M. Keyser, Esquire
Ballard Spahr LLP

210 Lake Drive East, Suite 200

Cherry Hill, NJ 08002-1163

With a copy also provided to the Internal Monitor.

Any such notice shall be deemed provided on the date that the notice is received. Each party shall immediately notify the other party of any change in the name or address to whom notice is to be sent pursuant to this paragraph.

XVII.

Non-Admission

None of the foregoing agreements, statements, stipulations and actions taken by Respondent shall be deemed an admission by Respondent of the allegations contained within the citations, notifications of penalty and the complaint herein. The agreements, statements, stipulations, findings and actions taken herein are made for the purpose of settling this matter amicably and they shall not be used for any purpose, except for proceedings and matters arising under the Occupational Safety and Health Act. By entering into this agreement, Respondent does not admit that the conditions cited were the cause proximate or otherwise of any accident, personal injury, illness, damages, or incident which may have occurred. Neither the citations and notification of penalties nor this stipulated settlement shall be admissible for any purpose against the employer in any action or proceeding other than a subsequent proceeding under the Occupational Safety and Health Act.

XVIII.

Costs

Each Party hereby agrees to bear its own fees and other expenses incurred by such Party in connection with any stage of these proceedings.

XIX.

No Alteration of Employee Rights

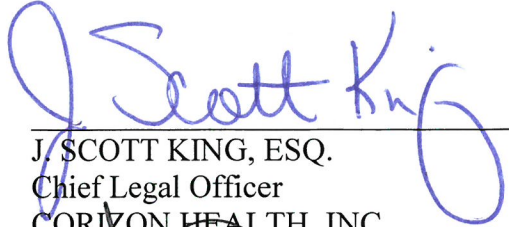
Nothing in this SA alters in any manner the rights afforded employees under the Act.

XX.

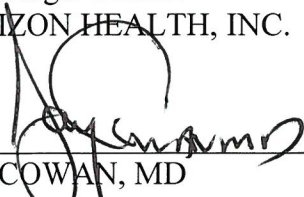
Trade Secret/Confidential Information

Complainant agrees that, upon receiving any request for information from any third party seeking any agreements, statements, stipulations, reports and/or any other documents generated by respondent as a result of this SA but which Respondent has marked as containing confidential trade secret or business confidential information, Complainant shall notify Respondent within 15 days so that Respondent can intervene to object to Complainant's production of such documents. Respondent shall have 15 days within which to notify Complainant of its objection.


DATED: July 1, 2015
New York, New York



J. SCOTT KING, ESQ.
Chief Legal Officer
CORIZON HEALTH, INC.




JAY COWAN, MD
Regional Medical Director
Rikers Island Correctional Facility
CORRECTIONAL MEDICAL ASSOCIATES OF NY, P.C.



LESLIE A. HAYLING, D.D.S.
Director of Dental Services
CORRECTIONAL DENTAL ASSOCIATES
OF NEW YORK, P.C.

M. PATRICIA SMITH
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor



KATHRYN STEWART
Trial Attorney

Attorneys for Complainant
U.S. Department of Labor
THOMAS E. PEREZ,
Secretary of Labor

APPENDIX A

Federal OSHA Jurisdiction Covered Worksites

Appendix A is divided into three sections, indicating the division of the Covered Worksites into three abatement compliance groups: A-1 (Northeast, Mid-Atlantic, and Midwest regions), A-2 (Southeast region) and A-3 (West region).

APPENDIX A-1

Covered Worksites

Region A-1 Northeast, Mid-Atlantic, Midwest

Kansas:

El Dorado Corr Facility
Kansas Juvenile Corr Complex
Lansing Corr Facility
Topeka Corr Facility
Wichita Work Release
Winfield Corr Facility
Ellsworth Corr Facility
Hutchinson Corr Facility
Larned Corr Facility
Larned Juvenile Corr Facility
Norton Corr Facility
Kansas DOC Regional Office
Shawnee County Ks

Maine:

Cumberland County Jail

Missouri:

Algoa Correctional Ctr
Boonville Correctional Ctr
Farmington Correctional Ctr
Ozark Correctional Ctr
Cremer Therapeutic Comm Ctr
Fulton Reception & Diagnos Ctr

Jefferson City Correctional Ct
Moberly Correctional Ctr
South Central Correctional Ctr
Tipton Treatment Center
MO Eastern Correctional Ctr
Potosi Correctional Ctr
Southeast Correctional Ctr
Chillicothe Correctional Ctr
Crossroads Correctional Ctr
Maryville Treatment Center
Women's Eastern Recept - Diag
Western MO Correctional Ctr
Western Reception Diagnostic
St Louis City Jail – CJC
Missouri Regional Office
St. Louis City Jail – MSI
Northeast Correctional Center
Eastern Reception and Diagnostic Ct.

New York:

Rikers MH CAPS (Corizon's contract ending)
Rikers MH RHU

Individual Rikers facilities:

Robert N. Davoren Center
Erik M Taylor Ctr
Otis Bantum Corr
George R Vierno Ctr
North Infirmary Command
George Motchan Detention
Rose M Singer Ctr
Anna M Kross Ctr
Manhattan Detention Ctr
Brooklyn Detention Center
Regional Office Admin

Coxsackie Correctional Fac

New Jersey:

Bergen County NJ
Essex County Juvenile NJ
Hunterdon County NJ
Passaic Cty Jail

Somerset Cty Jail
Union Co NJ
Union Co NJ JUV
Kintock- Newark NJ
Kintock-Bridgton NJ

Oklahoma:

Oklahoma Pharmacy Services

Pennsylvania:

Kintock PA
Phila City-CFCF
Phila City-Detention Ctr
Phila City-HOC
Phila City-PICC
Phila City-YSC
Phila City-Riverside CF
Allegheny County (Corizon's contract ending)
Phila Cambria Com. Center
Phila City-PAB
Phila Regional Office

Texas:

El Paso County Tx

Wisconsin:

Ken Co Angr Mgmt DOC
Ken Co US Probation Billing
TAD Office of JA
Mil Co Womens Res
Milwaukee TLP 34 Beds DOC
Elkhorn Aoda – Doc
Mil Co Non Res AODA Wis Chce
Mil Co DRC DOC
Mil Co US Probation Billing
Manitowoc TLP DOC
RAC Co Op Groups DOC
Racine TLP DOC
Milwaukee TLP 32 Beds DOC
Sheb Co Residential
Spring Place DOC
Milwaukee Halfway House & Mhsv

Crossroads DOC
Wash Co CCSA West Bend OP Clnc
Chatham House DOC
Kenosha Options DOC
Osh Kosh Halfway House & Mhsv
Mil Co Mens Res
Genesis Regional Office
Interventions DOC
Mil Co CCSB

APPENDIX A-2

Covered Worksites

Region A-2 Southeast

Alabama:

Bibb Correctional Facility
Therapeutic Education Facility
Donaldson Correctional Facility
Hamilton Aged Infirmid
Limestone Correctional Facil
Decatur Work Release and Camp
St. Clair Correctional Facil
Childersburg Work Rel and Camp
Staton Correctional Fac.
Draper Cor. Fac.
Elmore Cor. Fac.
Frank Lee Youth Center
Bullock Correctional Facility
Easterling Correctional Facil
Fountain Correctional Facility
Holman Correctional Facility
Kilby Correctional Facility
Montgomery Womens Center
Tutwiler Prison for Women
Birmingham Wrk Rel and Wrk Ctr
Ventress Correctional Facil
Alabama Regional Office

Florida:

Apalachee East Unit
Apalachee West Unit
Calhoun C.I.

Century C.I.
Franklin C.I.
Gadsden Re-Entry Center
Gulf C.I.
Holmes C.I.
Jackson C.I.
Jefferson C.I.
Liberty C.I.
Northwest FL Reception
Bridges of America Jacksonville
Com. Based Therapeutic Center
Okaloosa C.I.
Quincy Annex
Santa Rosa Annex
Santa Rosa C.I.
Tallahassee Regional Office
Taylor C.I.
Taylor Annex
Wakulla Annex
Wakulla C.I.
Walton C.I.
Baker C.I.
Columbia C.I.
Columbia Annex
Cross City C.I.
Florida State Prison
Florida Women's Reception Ctr
Hamilton C.I.
Hamilton Annex
Lancaster C.I.
Lawtey C.I.
Lowell C.I.
Madison C.I.
Marion C.I.
Mayo C.I.
Putnam C.I.
R.M.C Hospital
Suwannee C.I.
Suwannee CI Annex
Tomoka C.I.
Union C.I.
Avon Park C.I.
Orlando Regional Office
Hernando C.I.
Lake C.I.
Polk C.I.

Sumter C.I.
Zephyrhills C.I.
Alachua
Central FL Reception Center
Chatham Cty Det. Center
Immokalee Jail
Gwinnett Cty Det. Center
Charlotte County FL
Collier County FL
Fulton County Jail
Leon County
Okaloosa County Jail
Broward County Fl (Satc)
St. Lucie County FL
Volusia County Branch Jail
Polk County Florida
CFRC South
Gainesville Regional Office
CFRC East
FSP West Unit
R.M.C. West Unit
NWFRC Annex
NWFRC Main Unit
Polk Co South County Facility
Polk FL - Central County

Georgia:

Gwinnett County
Gwinnet County Correct NI Comp
Chatham County Ga

APPENDIX A-3

Covered Worksites

Region A-3 West

Colorado:

Adams County Co

Idaho:

Idaho State Correctional Inst
Idaho Maximum Security Inst

South Idaho Correctional Inst
Pocatello Women's Corr Center
Idaho Corr Institution Orofino
North Idaho Correctional Inst
South Boise Women's Corr Ctr
CWC-Idaho Falls
CWC-SICI
Idaho Regional Office
Idaho Correctional Center

APPENDIX B

Worksites in states with State (OSHA) Plans

Region A-1 Northeast, Mid-Atlantic, Midwest

Indiana:

Correctional Industrial
Chain O'Lakes Corr Facility
Indiana State Prison
Logansport Juvenile Intke/Diag
Miami Correctional Facility
New Castle Corr Facility
North Central Juvenile CF
Pendleton Juvenile Corr Fac
Westville Corr Facility
Branchville Corr Facility
Edinburgh Corr Facility
Henryville Corr Facility
Indiana Re Entry Facility
Indiana Women's Prison
Madison Transition Facility
Pendleton Corr Facility
Plainfield Corr Facility
Putnamville Corr Facility
Reception Diagnostic Center
Rockville Corr Facility
Wabash Valley Corr Facility
Short Term Offender Program
Indiana Regional Office
Indianapolis Pharmacy Services

Iowa:

Polk Co, IA

Kentucky:

Lexington-Fayette Co. Det.

Maryland:

Anne Arundel - Ordinance Road
Prince George County Cor Ctr
Anne Arundel - Jennifer Road

Michigan:

MI Alger Max Corr Fac (LMF)
MI Baraga Max Corr Fac (AMF)
MI Bellamy Creek Cor Fac (IBC)
MI Carson City Corr Fac (DRF)
MI Mid-Michigan Corr Fac (STF)
MI Charles Egeler RCntr (RGC)
MI Chippewa Corr Fac (URF)
MI Cooper Street Cor Fac (JCS)
MI Detroit Re-Entry Center
MI Duane Waters Hlth Ctr (DWH)
MI E. C. Brooks Corr Fac (LRF)
MI G. R. Cotton Corr Fac (JCF)
MI Gus Harrison Corr Fac (ARF)
MI Huron Valley Complex (WHV)
MI Ionia Max Corr Fac (ICF)
MI Kinross Corr Facility (KCF)
MI Lakeland Corr Fac (LCF)
MI Macomb Corr Facility (MRF)
MI Marquette Branch Prsn (MBP)
MI Maxey Woodland
MI Michigan Reformatory (RMI)
MI Muskegon Corr Fac (MCF)
MI Newberry Corr Fac (NCF)
MI Oaks Corr Facility (ECF)
MI Ojibway Corr Facility (OCF)
MI Parnall Corr Facility (SMT)
MI Pugsley Corr Facility (MPF)
MI R A Handlon Corr Fac (MTU)
MI Saginaw Corr Fac (SRF)
MI SAI (Boot Camp)
MI St. Louis Corr Fac (SLF)
MI Thumb Corr Facility (TCF)
MI W. Shoreline Corr Fac (MTF)
Calhoun County Jail
Kent Co Mi Adult
Kent Co Mi Juvenile
Saginaw MI
MI Straits Corr Facility (KTF)
MI Pine River Corr Fac (SPR)
MI Boyer Road Corr Fac (OTF)
MI Parr Highway Corr Fac (ATF)
Michigan Regional Office

Genessee County Mi

Minnesota:

Hennepin County - ACF
Hennepin County - JDC
Hennepin County - Home School

Tennessee:

Charles B Bass Correctional Cm
Lois M DeBerry SNF-Base
Morgan County Correctional Cmp
Mark H Luttrell Correctional C
Northeast Correctional Cplx
Northwest Correctional Complex
Riverbend Maximum Security Ins
Turney Center Industrial Cplx2
Tennessee Prison for Women
West TN State Penitentiary
Tennessee Regional Office
Bledsoe County Correctional

Virginia:

Arlington, VA

Region A-2 Southeast

There are no Corizon facilities in State Plan States in Region A-2.

Region A-3 West

Arizona:

Mohave County Az
Douglas Complex
Eyman Complex
Florence Complex
Lewis Complex
Perryville Complex
Phoenix Complex
Safford Complex
Tucson Complex
Winslow Complex
Yuma Complex

Arizona Regional Office

California:

Alameda Co. Ca - Santa Rita
Fresno Co
Fresno Juvenile Justice Center
Santa Barbara County Ca
Santa Barbara Juvenile
Tulare County
Region 8 Regional Office
Glenn Dyer Detention Facility

Nevada:

Henderson City Jail Nv

New Mexico:

Guadalupe Correctional Fac
Central NM Correctional Fac
Southern NM Correctional Fac
Springer Correctional Center
Lea County Correctional Fac
Penitentiary of New Mexico
Roswell Correctional Center
Western NM Correctional Fac
NM Women's Correctional Fac
North East New Mexico Detentn
Dona Ana
New Mexico Regional Office

Oregon:

Clackamas County
Lane County OR (Corizon's contract ending)
Washington County OR

Wyoming:

Wy Doc - Wyoming Medium Corr
Wy Doc - Wy State Honor Farm
Wy Doc - Lusk Wy Women Ctr
Wy Doc - Regional Office

APPENDIX C

Additional Abatement & Compliance Reporting Timeline

Abatement Measures & Compliance Reporting	Compliance Groups	Deadlines*
Initial Communication with Employees	A-1, A-2 and A-3	45 days
WPV Policy, WPV Incident Reporting System, WPV Recordkeeping, WPV Hazard Assessment, WPV Program, WPV Training	A-1	6 months
1 st Compliance Report		6 months
WPV Policy, WPV Incident Reporting System, WPV Recordkeeping, WPV Hazard Assessment, WPV Program, WPV Training	A-2	9 months
WPV Policy, WPV Incident Reporting System, WPV Recordkeeping, WPV Hazard Assessment, WPV Program, WPV Training	A-3	1 year
2 nd Compliance Report		1 year
Status Meeting with OSHA & Respondent		Approximately 1 year (held after 2 nd Compliance Report)
Updated WPV Hazard Assessment, Updated WPV Training	A-1	No later than 18 months (within 1 year of initial assessment & training)
3 rd Compliance Report		18 months
Updated WPV Hazard Assessment, Updated WPV Training	A-2	No later than 21 months (within 1 year of initial assessment & training)
Updated WPV Hazard Assessment, Updated WPV Training	A-3	No later than 2 years (within 1 year of initial assessment & training)
4 th Compliance Report		2 years
Internal Corporate Monitoring	A-1, A-2 and A-3	Ongoing (beginning at 6 months)
Communication with Local Authorities	A-1, A-2 and A-3	Ongoing

*All compliance deadlines are calculated from the Effective Date (date this SA is fully executed).

APPENDIX D

Summary of Settlement Agreement

Notice of Settlement Between Corizon and OSHA and Summary of Nationwide Workplace Violence Safety Initiatives

The Occupational Safety and Health Administration (“OSHA”) and Corizon Health, Inc., Correctional Medical Associates of NY, and Correctional Dental Associates of New York (“Corizon”) have entered into a written settlement agreement (“Agreement”) to settle an OSHA case pending before the Occupational Safety and Health Commission. The Agreement will be effective through July 1, 2017 and resolves allegations of workplace violence contained within OSHA citations that were issued following a health and safety inspection at the Rikers Island detention facilities in Queens, New York. At the time of the inspection, Corizon was providing health care services to inmates at the Rikers Island facilities.

This notice summarizes the workplace violence prevention measures Corizon has agreed to implement in all of its worksites in the United States. Specifically, the Agreement provides that Corizon will:

- Develop and implement a written Workplace Violence Prevention Program.
- Include employees and unions in the process of developing and implementing the Workplace Violence Program.
- Conduct a hazard assessment regarding workplace violence hazards.
- Develop and disseminate to all employees written policies regarding workplace violence.
- Develop, implement and maintain a system for reporting workplace violence incidents.
- Provide comprehensive employee training regarding workplace violence.
- Ensure the completion and maintenance of thorough and accurate records of workplace violence incidents.
- Conduct internal monitoring to ensure compliance with the terms of this Agreement.

The full text of the settlement agreement can be found on OSHA’s website at http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=CWSA&p_toc_level=0

Protection from retaliation: The Occupational Safety and Health Act (“OSH Act”) prohibits persons from retaliating against any employee because the employee has exercised a right protected by the OSH Act, including complaining to their employer, to OSHA, or to other government agencies about unsafe or unhealthful working conditions in the workplace. Types of prohibited retaliation include firing, transferring, denying benefits, reducing pay or hours and other actions. Complaints of retaliation may be filed directly with OSHA.

For more information about OSHA or if you think your job is unsafe and you have questions, contact OSHA’s toll free number at 1 (800) 321-OSHA (6742) or visit OSHA’s website at www.osha.gov. Your communication to OSHA is confidential.

CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2015, I served a copy of the attached Settlement Agreement on 1199SEIU, the authorized employee representative at the following address:

1199SEIU
310 West 43rd Street
New York, New York 10036

This service was accomplished by mailing the Settlement Agreement to the representative at this last known address by postage pre-paid first class mail.

NAME: Jennifer Lee
TITLE: Vice President of Operations

CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2015, I served a copy of the attached Settlement Agreement on Doctors Council SEIU, the authorized employee representative at the following address:

Doctors Council SEIU
National Office
50 Broadway, 11th Floor, Suite 1101
New York, New York 10004

This service was accomplished by mailing the Settlement Agreement to the representative at this last known address by postage pre-paid first class mail.

NAME: Janice Lee

TITLE: VP operations

CERTIFICATE OF SERVICE

I hereby certify that on July 1, 2015, I served a copy of the attached Settlement Agreement on New York State Nurses Association, the authorized employee representative at the following address:

New York State Nurses Association
131 West 33rd St., 4th Floor
New York, New York 10001

This service was accomplished by mailing the Settlement Agreement to the representative at this last known address by postage pre-paid first class mail.

NAME: Genelia Hill

TITLE: Vice President of Operations

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

THOMAS E. PEREZ Secretary of Labor, :
United States Department of Labor, :
 : OSHRC DOCKET
Complainant, :
 : NO. 14-1346
v. :
 :
CORIZON HEALTH, INC., CORRECTIONAL MEDICAL :
ASSOCIATES OF NY, CORRECTIONAL DENTAL :
ASSOCIATES OF NEW YORK, :
 :
Respondents. :

ORDER APPROVING SETTLEMENT

In OSHRC Docket No. 14-1346, Respondents, by letters dated August 27, 2014, contested the citations issued to Respondents by Complainant on August 7, 2014. In their letters, Respondents also contested the penalties proposed by Complainant.

An executed Settlement Agreement has been received from the parties, and this agreement addresses all matters at issue between the parties in this proceeding. The Settlement Agreement having been read and considered, it is

ORDERED: (1) That the terms of the Settlement Agreement are approved and incorporated as part of this Order; and

(2) That this Order, pursuant to Section 12(j) of the Act, 29 U.S.C. § 661(j), will become the final order of the Commission at the expiration of thirty (30) days from the date of docketing by the Executive Secretary, unless within that time a member of the Commission directs that it be reviewed.

Dated: this _____ day of _____, 2015

SO ORDERED:

HONORABLE COVETTE ROONEY
Chief Judge, Occupational Safety
& Health Review Commission