

**Nassau County Sheriff's Department, Division of Corrections  
County Executive Edward P. Mangano**



**REQUEST FOR PROPOSALS**

For the Provision of Comprehensive Medical, Behavioral Health, Dental and Ancillary On-Site Services to Inmates in the Custody of the Nassau County Sheriff's Department, Division of Corrections, to be provided by a New York State licensed hospital, or any affiliate or subsidiary thereof.

RFP# SH0302-1707

Issue Date: March 1, 2017

## TABLE OF CONTENTS

This Request For Proposals contains the following sections:

- A. Introduction
- B. Definitions
- C. Background and Scope
- D. Anticipated Proposal Schedule
- E. Scope of Services
  - 1. Administrative Goals
    - 1.1 General Provisions
    - 1.2 Continuous Quality Improvement Program
    - 1.3 Drug Utilization Review
    - 1.4 Reporting Requirements
  - 2. Clinical Goals
    - 2.1 Intake Screening
    - 2.2 Sick Call
    - 2.3 Mental Health Sick Call
    - 2.4 Specialty Clinics
    - 2.5 Mental Health Services
    - 2.6 Suicide Prevention
    - 2.7 Emergency Services
    - 2.8 Services to Sheriff's Department Personnel
    - 2.9 Infirmary/Sub-Acute Care
    - 2.10 Segregated Patients
    - 2.11 Chronic Care
    - 2.12 Substance Abuse Treatment
    - 2.13 Discharge Planning
    - 2.14 Dental Care
    - 2.15 Eye Care
    - 2.16 Radiology Services
    - 2.17 Laboratory Services
    - 2.18 Pharmacy Services
    - 2.19 Grievances
    - 2.20 Staffing
    - 2.21 Medical Records
  - 3. Financial Goals
  - 4. Security Goals
- F. Contract Term

G. Mandatory Proposal Response Requirements

H. Proposal Submission Instructions

I. Contract Proposal Evaluation Criteria

J. General Information

K. General Conditions for Proposers

L. Additional Demonstrative Materials

M. Award of Contract

N. Protest Policy

O. Appendices/Attachments:

Attachment A - Health Care Utilization Statistics

Attachment B – DOJ Settlement Agreement

Attachment C – List of Specialty Clinics

Appendix A – Cost Proposal

Appendix B – Business History Form

Appendix C – Principal Questionnaire Form

Appendix D – Standard Clauses for Nassau County Contracts

Appendix EE – Equal Opportunities for Minorities and Women

Appendix L – Living Wage Law Certificate of Compliance

Appendix E – Consultant's, Contractor's and Vendor's Disclosure Form

Appendix F – Lobbyist Registration and Disclosure Form

## **Request for Proposals ("RFP")**

### **A. Introduction**

Nassau County, New York (the "County") is currently seeking proposals from hospitals licensed by the State of New York (State), or any affiliate or subsidiary thereof, to provide quality and cost-effective comprehensive medical, behavioral health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department ("Department"). The purpose of the RFP is to provide Nassau County with proposals for comprehensive medical, behavioral health, dental and ancillary services, including but not limited to specialty clinics and pharmacy services, that meet the National Commission on Correctional Health Care (NCCHC) Standards, relevant State standards, including the State Commission of Correction standards ("SCOC") and other mandates applicable to the Nassau County Correctional Center ("NCCC"), with quantifiable cost effective outcomes.

All Proposers must be authorized to do business and licensed to practice medicine in the State of New York and must demonstrate an ability to fully comply with federal law, New York State law, Nassau County law, and Nassau County procurement policies and guidelines. Proposers must be fully capable of providing services consistent with National Commission on Correction Health Care (NCCHC) standards, as required by the Department of Justice (DOJ) Settlement Agreement (Attachment B).

A Proposer shall be selected based on a thorough analysis of each Proposer's ability to provide the County with the highest quality services at the most cost-effective fees.

Nassau County is committed to a policy of equal opportunity and does not discriminate against Proposers on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other status protected under federal, State, and local laws, regulations, and ordinances.

### **B. Definitions**

1. The term "AGREEMENT" as herein used shall mean a formal agreement with a Selected Proposer and any and all attachments hereto, and any and all matters incorporated herein by reference, including NCCHC and SCOC standards.
2. The term "BEHAVIORAL HEALTH" as herein used includes mental health, alcohol and substance abuse services.
3. The term "COUNTY" as herein used shall be deemed as the County of Nassau, State of New York.
4. The term "DEPARTMENT" as herein used shall be deemed as reference to the Nassau County Sheriff's Department.

5. The term "FACILITY" or "CORRECTIONAL CENTER" as herein used shall be deemed as reference to the buildings occupied by the Department that provide programs, services and housing for inmates in the custody of the Department.
6. The term "HEALTH CONTRACT ADMINISTRATOR" (HCA) as herein used is the County employee designated to oversee administration of and monitor compliance with the Agreement on behalf of the County and the Department.
7. The term "HEALTH SERVICES ADMINISTRATOR" (HSA) as herein used shall mean the Selected Proposer's site manager having overall responsibilities of the day to day operations and management of the Selected Proposer's services and responsibilities pursuant to the Agreement.
8. The term "INMATE" as herein used shall be deemed as reference to any person, inmate or detainee in the custody of, or incarcerated in any facility operated by, the Department.
9. The term "INPATIENT SERVICES" as herein used are medical, behavioral health and ancillary services provided to inmates in the custody of the Department upon admission to a hospital.
10. The term "MEDICAL DIRECTOR" as herein used shall mean a New York State licensed physician employed by the Contractor, who is on site at least five days per week, and available to respond (via phone or in person when necessary) at all times for an emergency, and who is responsible for health care services pursuant to a written agreement, contract or job description.
11. The term "MEDICAL SERVICES" as herein used refers to comprehensive medical related services, including medicine, nursing, behavioral health, dental and related ancillary services provided on site at NCCC.
12. The term "MINIMUM STANDARDS" as herein used are the standards promulgated by the SCOC for the management of county jails, and the care, custody and control of inmates remanded thereto.
13. The term "NCCC" as herein used shall be deemed as reference to the premises and buildings occupied by the Department at 100 Carman Avenue, East Meadow, New York.
14. The term "NCCHC" as herein used is the National Commission on Correctional Health Care.
15. The term "OFF-SITE SERVICES" as herein used is medical, behavioral health, dental and ancillary services provided to inmates in the custody of the Department at a location other than NCCC. Such services shall include outpatient and inpatient care. Off-site services shall not include an inpatient admission of an inmate that occurs while the inmate is in police custody only, and remains in such inpatient status upon transfer of custody to the Department, or emergency room treatment of an inmate that occurs while the inmate is in police custody only.

16. The term “ON-SITE SERVICES” as herein used are medical, behavioral health, dental and ancillary services provided to inmates in custody admitted to one of the inmate housing units at NCCC.
17. The term “PROPOSER” as herein used shall mean a hospital licensed in the State of New York, or any affiliate or subsidiary thereof, that submits a proposal for the provision of comprehensive medical, behavioral health, dental and ancillary on-site services to inmates in response to this RFP.
18. The term “SCOC” as herein used is the New York State Commission of Correction, a State agency responsible for oversight of all state and local jails, prisons and police lock-ups.
19. The term “SELECTED PROPOSER” as herein used shall mean a hospital licensed by the State of New York selected by the Selection Committee to provide comprehensive medical, behavioral health, dental and ancillary on-site services to inmates in response to this RFP.
20. The term “SELECTION COMMITTEE” as herein used shall mean a committee of no less than three members selected before responses to the RFP are due to review the proposals responsive to this RFP.
21. The term “SHERIFF” as herein used shall be deemed as reference to the Nassau County Sheriff or his designee.
22. The term “SUB-CONTRACTOR” as herein used shall refer to any facility, service, agency, organization, consultant or entity that the Selected Proposer utilizes to provide services or equipment to NCCC.

### **C. Background and Scope**

The Department was established in 1899 pursuant to County Charter. NCCC is a division of the Department and operates pursuant to State Correction Law and Section 2002 of the County Government Law. NCCC operates under the direction and supervision of the County Sheriff. NCCC is located in East Meadow, New York, and consists of two main buildings on a single campus: B and D units that comprise the “core” and building E also known as the “832” building. The D unit within the Core contains a Behavioral Management Unit (BMU). The total maximum capacity at NCCC is 1899 inmates.

NCCC houses pre-trial, sentenced and non-County inmates. During the year 2014, the NCCC housed a daily average population of 1234 inmates: 1187 males and 47 females. In 2015, the NCCC housed a daily average population of 1188 inmates: 1103 males and 85 females.

Total admissions to NCCC in 2014 were 9,196; in 2015 there were 8,340. Total admissions for 2016 have not been tabulated at the time of issuance of this RFP; however, the population has been relatively unchanged. The rated bed/cell capacities of the three units are listed as follows:

- “B” building: 465
- “D” building: 246
- “E” building: 1188

The female population averages approximately 10% of the total inmate population, and minors (ages 16 through 18) account for approximately 7% of the total inmate population.

The medical services unit provides outpatient, sick call, emergency and ancillary care for the inmate population and where relevant, the correction officers and civilian staff. A number of specialty clinics are provided on-site and more may be added in the future. At present, the on-site specialty clinics include: infectious disease, physical therapy, orthopedics, optometry, dental, ob/gyn, chronic care and dialysis (as needed). Medical clinics are located in the D unit of the Core and the E unit of the 832 building. These buildings are not connected to each other. The female inmate population is located in the D unit of the Core building.

Although annual statistics for 2016 have not been tabulated at the time of issuance of this RFP, the population has been relatively unchanged. Year 2014 to 2015 annual statistics are as follows:

ITEM	2014	2015
Average length of inmate stay:	44 days	46 days
Total emergency care runs:	158	142
Total off-site clinic runs:	608	445

The statistics below reflect annual numbers for the off-site clinics with the highest utilization and/or greatest costs to the County:

CLINIC	2014	2015
▪ Cardiac	46	14
▪ Surgery	30	12
▪ Oral Surgery	15	12
▪ Eye	45	33
▪ Specialty X-rays (MRI, GI, etc.)	0	11
▪ Ortho (Sports/Fx)	37	31
▪ Ultrasound	21	32

The medical unit in the D (Core) building consists of a trauma room, four examination rooms, medical records room, pharmacy area, nursing lounge, one dental operatory, radiology room, and four administrative office rooms. The medical unit in the E [832] building consists of a charge nurse office, a mental health administrative office, two examination rooms, one trauma room, a medical records room, a dental office and a pharmacy storage area. There are a total of eight triage rooms in the E building.

Every inmate admitted to the Correctional Center must receive medical and mental health screening and suicide evaluation within twenty-four (24) hours of admission and a full health examination within seven (7) days. Every inmate must receive tuberculosis screening and, when required, a follow up within seventy- two (72) hours. There were 9,116 medical intake screenings in 2014 and 7,610 in 2015.

Please see Nassau County Statistical Report (Attachment A) for statistics relating to health care utilization and health care activities in general for the years 2014 through 2015.

NCCC does not have a global methadone maintenance program. However, methadone is currently utilized when clinically indicated after assessment by the medical and mental health staff, and for maintenance for pregnant females on methadone, where it is confirmed they have been in a maintenance program prior to incarceration. However, the Department does maintain an opioid treatment program.

**D. Anticipated Proposal Schedule**

RFP Issue Date:	March 1, 2017
RSVP for Mandatory Proposer’s Conference:	March 10, 2017
Mandatory Proposers’ Conference and Site Visit:	March 15, 2017
Proposers’ Questions/Clarifications Due Date:	March 20, 2017
Answers/Addendum Released by County:	March 27, 2017
Proposal Due Date:	April 3, 2017
Oral Presentations (Mandatory)	April 10, 2017
Award Date:	April 21, 2017

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER MUST PROVIDE A PROPOSAL THAT MEETS THE SCOPE OF SERVICES REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

**E. Scope of Services**

The Scope of Services (“Scope”) outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this Request for Proposal (RFP). The Scope is intended to serve as a reference in the preparation of the proposal and all items listed therein must be addressed in the proposal. Proposals submitted in response may offer additional services that support the goals of this RFP.

1. ADMINISTRATIVE GOALS

1.1 General Provisions

- The Selected Proposer shall implement a program for the provision of comprehensive health care services that meets applicable federal requirements, NCCCHC standards, and all applicable New York State standards, including SCOC minimum standards regarding jail health services.
- Services must meet or exceed the standards of all applicable laws, and regulations and consent decrees, as well as the current Department of Justice Settlement Agreement (Attachment B) and any past and/or future consent decrees or agreements.



- Clinical, personnel, fiscal, administrative, quality management and programmatic reports must be provided in a format agreed upon by the Department, and submitted within the time frame identified by the Department.
- Medical services should be provided in a decentralized manner, except where such services are warranted. Medical services such as sick call, emergency care, and medication administration will be provided in inmate housing units whenever possible.
- The Selected Proposer may be required to provide public health services as defined in Article 6 of the New York State Public Health Law, and all such services must be performed in accordance therewith.
- The Selected Proposer will work with the Sheriff's designee(s) to develop contingency plans for the provision of services in the face of an unexpected event, i.e. power failure, riot, labor strike, ice storm, or other acts of God or terrorism that would interfere with operations. Upon finalization, such plans must be provided in writing to the Sheriff or designee for review and approval.
- Health services will be subject to the review of and assistance from appropriate County agencies, including but not limited to the County Departments of Health, Mental Health, and Social Services, which shall be permitted access to review compliance with mandated County and State public health requirements.
- The Selected Proposer must develop and implement a program to track and trend ambulatory and inpatient services. (See Section 2. Clinical Goals)
- When indicated, Corrective Action Plans must be prepared and implemented within a reasonable time frame to be agreed upon between the Selected Proposer and County. Implementation of Corrective Action Plans must include deadlines and reporting requirements.
- The Selected Proposer must interface and cooperate with relevant State, County and federal oversight agencies as required by and upon request of the Sheriff.
- Pharmacy services must be provided on site and must be provided in accordance with State Board of Pharmacy Standards as well as all applicable federal and state regulations for prescribing, dispensing, security, distribution, accounting and disposal of pharmaceuticals. (See Section 2.18 Pharmacy Services)
- Laboratory services, radiology services, specialty clinics, and other specified ancillary health services must be provided on site whenever possible. The Selected Proposer, the County Departments of Health and Mental Health, and the Department must pre-approve the ancillary service provider[s]. (See Section 2. Clinical Goals)
- The Selected Proposer must develop procedures and be responsive to inmate grievances and complaints to the satisfaction of the Sheriff. A data collection process to demonstrate compliance must be maintained and made available to the Sheriff or his designee. (See Section 2.20 Grievances)
- All subcontracted health and related services are subject to the review and written approval of the Health Contract Administrator or the County prior to the initiation of subcontracted health and related services.
- NCCC reserves the right to approve the hiring of all management level health care employees of the Selected Provider.
- The County Departments of Health and Mental Health, and the Department shall have the right to audit all services, reports and documents.

- A written, comprehensive Continuous Quality Improvement Program (CQIP) must be developed by the Selected Proposer, approved by the Health Contract Administrator and implemented within 60 days of the contract start date. (See Section 1.2, below: Continuous Quality Improvement Program).
- The Selected Proposer must implement a Utilization Management Program with a utilization review committee to manage the use of health care resources in a cost effective manner while maintaining the delivery of quality health services. The Selected Provider's Director of Utilization Management will consult on a daily basis with on-site staff, hospitals and off-site providers to authorize service, verify patient care needs and find solutions. Detailed cost analysis must be reported to the Health Care Administrator or his designee monthly. (See Section 1.4 Reporting Requirements).  
 Within the first ten (10) calendar days of each month, the Selected Provider shall provide Health Contract Administrator with detailed reports of inpatient and outpatient diagnosis, summary of specialty clinic and infirmary activity, staffing requirements, incident reports and security breaches, emergency room and transfer logs and financial costs. (See Section 1.4 Reporting Requirements).
- Services must be provided consistent with accepted medical guidelines, such as Interqual or IPRO utilization.

## 1.2 Continuous Quality Improvement Program

Within sixty (60) days of contract start, the Selected Proposer will implement a functional, multidisciplinary continuous quality improvement program for medical and behavioral health care, designed to monitor patient care, prevent illness and nosocomial infections, and to provide guidance in developing strategies to produce long term, consistent improvement in the provision of care and overall health management. The program shall include the establishment of a Quality Improvement Committee (QIC).

The QIC shall be responsible for implementation of the quality improvement plan and shall serve as the conduit for all quality improvement activities. The QIC shall be chaired by a physician and shall include a multi-disciplinary review necessary to properly review the status of health care, problem identification and resolution, and overall medical services performance. The QIC chair may appoint sub-committees for focus work. The QIC shall meet at least quarterly, and shall record or take minutes of its meetings and maintain records of documents or files reviewed. The NCCC Quality Improvement Coordinator shall report monthly, in person, to the Sheriff or designee, and to the Health Contract Administrator.

The QIC will develop written protocols for regularly providing workshops regarding the provision of medical and behavioral health care to clinical and administrative staff. Sub-committee reports shall include at a minimum:

- Mortality and morbidity conference
- Infection control committee
- Any untoward peer review outcomes, and inmate incident reports and investigations.

### 1.3 Drug Utilization Review

The Selected Proposer will implement a Drug Utilization Review Committee to ensure that prescription drug therapy is appropriate, is medically necessary and is not likely to result in adverse medical results. The committee will participate in quality improvement activities related to distribution, administration and use of medications and will review and update as necessary the approved NCCC formulary and assign a relative price scale to assist providers in identifying high cost pharmaceuticals.

### 1.4 Reporting Requirements

Within the first ten (10) calendar days of each month, the Selected Proposer shall provide Health Contract Administrator with written reports reflecting the following information:

#### (a) Inpatient:

- Diagnosis Related Group (DRG) discharge diagnoses (in the month following the Selected Proposer's receipt of the inpatient bill)
- Number of admissions and discharges
- Medical and psychiatric inpatient costs
- Average Length of Stay (ALOS) medical and psychiatric inpatient costs (number of patients, number of days)

#### (b) Outpatient

- Number of on-site and off-site referrals by service
- ED run log including number of referrals as compared to inpatient admits, date, time, diagnosis, and referring practitioner

#### (a) Intake:

- Number of new admits screened at intake; percentage seen within 24 hours
- Percentage receiving full health assessment within 7 days
- Length of stay on new admit housing

#### (b) On-site:

- Infirmery: -Admissions by Diagnosis  
-Bed utilization statistics  
-Percentage of patients transferred to acute care
- Revisions to initial staffing plan; vacancy rate
- Overtime hours by title / Department
- Staffing reports with justification when required by County
- Grievances: founded, unfounded, category and disposition
- Medical sick call statistics, including number of requests, and percentage seen within 72 hours of request
- Behavioral health sick call statistics, including number of sick call requests and percentage seen within 72 hours
- Number of constant supervision patients and days
- Self-injury and suicide statistics
- TB, PPD, STD and HIV statistics

- Vaccine report [Twinrix, Pneumo]
- Number of chronic care clinic referrals by service, and percentage of patients seen in chronic care within seven (7) days of admission

The Selected Provider must acknowledge and agree that all information and data relative to patient care, quality of care, utilization review, quality improvement and expenses shall be made available to the County and the Health Contract Administrator for review. The Health Contract Administrator shall be responsible for contract compliance through review of all written minutes, inmate inpatient and on-site medical records, all available statistical data, including but not limited to, the monthly health services reports and any additional information as warranted.

## 2. CLINICAL GOALS

- The health care delivery system must be based on accepted medical practice that includes minimum staffing levels for behavioral health, dental and medical services and a written, generally accepted mechanism for gate-keeping and inpatient/ambulatory utilization guidelines.
- Physician staff will be educated in primary care and board certified and/or board eligible. (See Section 2.21. Medical Records)
- Medical staff must be basic cardiac life support (BCLS and/or advanced cardiac life support (ACLS) certified. All medical staff must be trained in the use of Automated External Defibrillator (**AED**)s.
- A pharmacy plan including a utilization program and drug formulary approved by the Department must be provided.

### 2.1 Intake Screening

- All Proposers must provide a detailed proposal for intake screening consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

### 2.2 Sick Call

- All Proposers must provide a detailed proposal for sick call that is consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

### 2.3 Mental Health/Behavioral Health Sick Call

- All Proposers must provide a detailed proposal for behavioral/mental health sick call that is consistent with the SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

### 2.4 Specialty Clinics

- A list of specialty clinics located at NCCC is included in Attachment C (Clinics). All Proposers must include a detailed description of the plan to conduct these

specialty services onsite as well as NCCHC and SCOC standards, in accordance with the DOJ Settlement Agreement. If services cannot be provided at any specialty clinic, all Proposers must identify the obstacles to doing so.

- The proposal must include the ability to provide additional clinics onsite.

#### 2.5 Mental Health Services (Behavioral Health)

- All Proposers must provide a detailed proposal for mental health/behavioral health services that is consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

#### 2.6 Suicide Prevention

- All Proposers must provide a detailed proposal for suicide prevention that is consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

#### 2.7 Emergency Services

- All Proposers must provide a detailed proposal for emergency services that is consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- The Selected Proposer will have emergency service available twenty-four (24) hours a day seven (7) days per week for inmates, visitors, staff and employees of the NCCC who became ill or injured while on the premises. Emergency services shall minimally include a registered nurse on site on the response team, with a licensed physician on call twenty-four (24) hours per day. The Selected Proposer shall provide emergency first aid and triage-type evaluation on site, and, if the patient's condition warrants, stabilization pending transfer to acute care. No other care will be required by the Selected Proposer for staff or visitors.

#### 2.8 Services to Sheriff's Department Personnel

- All Proposers must include a plan for emergency first aid and triage care to department personnel and visitors who are injured or become ill on the premises. No other care will be required by the Selected Proposer for department personnel or visitors.
- The Selected Proposer shall on a yearly basis offer tuberculosis screening test (PPD) and follow up for all Department correctional personnel. When requested, the Selected Proposer shall provide Hepatitis B vaccinations. County shall provide all supplies and vaccine. The Selected Proposer shall maintain a tracking and follow up system acceptable to the Department for all officers in the employ of the Department.

## 2.9 Infirmary/Sub-Acute Care

- The proposers must include a detailed proposal for infirmary/sub-acute care that is consistent with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- Inmates who require twenty-four (24) hour supervised nursing care and cannot be adequately cared for in housing units will be managed in the infirmary under the supervision of a physician or other appropriate medical staff in accordance with NCCHC standards and in accordance with the Department of Justice Settlement Agreement (Attachment B).
- The guidelines for admission to and discharge from the on-site infirmary are subject to the judgment of a physician or other appropriate medical staff.

## 2.10 Segregated Patients

- All Proposers must include a detailed proposal for providing medical services in housing areas in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- For inmates placed in administrative segregation, medical staff will review the patient's health record to determine whether his or her existing needs contraindicate the placement or require special accommodation.

## 2.11 Chronic Care

- All Proposers must include a detailed proposal for chronic care with written policies and procedures in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

## 2.12 Substance Abuse Treatment

- All Proposers must include a detailed proposal for substance abuse treatment in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- The Selected Proposer shall maintain an opioid treatment program at the facility that conforms to all applicable standards.
- The Selected Proposer shall develop written policies and procedures establishing a medically safe detoxification process that conforms to NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B). Detoxification treatment will be available to all inmates and accomplished under medical supervision in collaboration with the medical and mental health staff and in accordance with NCCHC protocols, and local, state and federal laws.

### 2.13 Discharge Planning

- All Proposers must include a detailed proposal for discharge planning in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B). The proposal must include procedures for providing discharge medication when necessary.
- The Selected Proposer shall be responsible for the discharge planning of inmates who require medical or behavioral/mental health services post discharge.

### 2.14 Dental Care

- All Proposers must include a detailed plan for medically necessary dental services consistent with NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

### 2.15 Eye Care

- All Proposers must include a detailed proposal for eye care in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- The Selected Proposer will provide optometry services and will perform all eye examinations on-site by a certified optometrist for all refractive and vision complaints.

### 2.16 Radiology Services

- All Proposers must include a detailed proposal for radiology services in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).

### 2.17 Laboratory Services

- All Proposers must include a detailed proposal for laboratory services in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- The Selected Proposer must provide laboratory services on-site whenever possible.

### 2.18 Pharmacy Services

- All Proposers must include a detailed proposal for pharmacy services in accordance with SCOC and NCCHC standards, in accordance with the Department of Justice Settlement Agreement (Attachment B).
- Medication Administration
  - All Proposers must include a detailed proposal for medication administration in accordance with SCOC and NCCHC standards, in

accordance with the Department of Justice Settlement Agreement (Attachment B).

The Selected Proposer will develop and implement written policies and procedures to ensure appropriate delivery and continuity of medication and record keeping in a format acceptable to and approved by the Department.

#### 2.19 Grievances:

The Selected Proposer shall develop and implement, in conjunction with the Department and in compliance with the State Division of Corrections standards and the Department of Justice Settlement Agreement, written policies, procedures, and practices related to inmate grievances regarding medical care.

#### 2.20 Staffing:

- Staffing Plan:
  - All Proposers shall include a detailed staffing plan and staffing matrix for all professionals (nursing, physician, dentist, psychiatrist, physician's assistants, nurse practitioners, social workers, and Health Services Administrator), and administrative staff, which support their programs and the operational requirements of NCCC.
- Bi-Lingual Staff:
  - To meet the treatment needs of NCCC inmates, the Selected Proposer must provide a sufficient number of personnel versed in interpretative skills for non-English speaking and hearing impaired inmates.

#### 2.21 Medical Records

- The Selected Proposer will maintain up-to-date medical records for all inmates, which shall be the property of the County. Proposals must describe methodology for the maintenance of medical records.
- The proposal shall include a plan to create and implement an electronic medical records (EMR) system. The plan must include a time table for the roll out and implementation of the EMR.
- The Selected Proposer will adhere to all HIPPA standards related to the processing, confidentiality and security of all medical and/or health information.

### 3. FINANCIAL GOALS

- Utilization Review programs must be in place for all medical, behavioral/mental health, dental and pharmacy services. Staffing may not include agency or temporary employees without the written prior permission of the Department. If approved, any additional costs incurred by the use of such employees are the responsibility of the Selected Proposer.
- Billing data must be submitted no later than four weeks after the end of each month. An annual billing summary must be submitted no later than the third week of January.



#### 4. SECURITY GOALS:

- The Selected Proposer is required to submit detailed descriptions of:
  - a. Selection criteria for all on-site staff who will have direct or indirect contact with inmates;
  - b. Policies and procedures specific to security requirements;
  - c. Methods to be used in assuring the Department that the Selected Proposer's policies and procedures are consistently met;
  - d. Specific methods to be used in assuring the Department that no Selected Proposer's personnel are engaged in passing contraband (weapons, drugs, tobacco, and any other item the Department deems to be an illegal item) to the inmate population;
  - e. Specific methods to prevent inmates from gaining access to and possession of any medical supplies, pharmaceuticals or equipment;
  - f. The manner in which all sharp instruments/utensils/supplies will be issued, controlled while in use and accounted for prior to the end of each shift.
  
- The Selected Proposer will provide an orientation to Department staff relating to health care delivery practices and the program to be implemented within five days of the Selected Proposer's arrival.
- The Selected Proposer's staff shall attend orientation provided by the Department prior to commencing work at NCCC.
- The Selected Proposer will attend meetings with Department staff on a regular basis to discuss the program and to plan any security changes.
- The Selected Proposer's employees, as well as their vehicles, are subject to search at any time while within the secured areas of any facility operated by the Sheriff.
- All employees of the Selected Proposer will wear the County-supplied and purchased identification badge, with picture face up in a visible manner from the point at which they enter the building and at all times while in the building until the point that they leave the secured areas.
- The Selected Proposer and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. The Selected Proposer and its employees must adhere to all security restrictions imposed by the Department, and agree that any violations of facility regulations may result in employee being denied access to the facility.
- The Selected Proposer must ascertain and notify the Department in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined as an inmate in any of the Department operated facilities. It is the Selected Proposer's responsibility to require its employees to alert the Department whenever a person who is a relative or personal acquaintance of that employee is admitted to any Department facilities.
- The Selected Proposer will implement a count procedure and log book procedure for sharp instruments and other such items in the medical services area. The Department reserves the right to define and ultimately approve the definition of a sharp utensil as well as permission to enter the medical services area and inventory all such items at its discretion. Any missing items must be reported to the Tour Commander or Officer in charge within 30 minutes, and then immediately to the Sheriff or his designee.
- In a non-medical emergency situation, Department personnel take supervisory precedent over the Selected Proposer's management and staff.

- The Selected Proposer must conduct background investigations on all potential employees, including subcontractors, and must bear the costs of such investigations, including fingerprinting in the manner required by NCCC. The Selected Proposer shall advise the Sheriff or his designee in writing of any arrest or conviction, plea of guilty or nolo contendere to any felony or misdemeanor charge, or the issuance of any order of protection against any staff member, including subcontractors, immediately or as soon as possible of such event, and shall require the staff member to advise the Sheriff or his designee in writing regarding any change in the status of any such matter.

#### **F. Contract Term**

It is the intent to award a contract for an initial two year period, with the option to renew for an additional two (2) consecutive one (1) year periods, or for one (1) additional (2) year period, for a possible total contract term of four (4) years, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

#### **G. Mandatory Proposal Response Requirements**

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the date that proposals are evaluated.

All Proposals must contain the following:

1. A Cost Proposal, submitted in a separately sealed envelope within the package/envelope containing the proposal, with the envelope that identifies the RFP and is marked "Cost Proposal."
2. Proposed approach to the Scope of Work, containing a complete written description of proposer's proposal, responsive to the RFP.
3. A staffing plan with proposed medical staff that meets all necessary licensing and/or credentialing requirements. The plan must include bilingual staff.
4. Corporate reporting structure.
5. Performance indicators and benchmarks for the services to be provided.
6. A duly completed and verified Business History Form attached as Appendix B, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

7. A duly completed and verified Principal Questionnaire that identifies all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer attached as Appendix C.
8. Living Wage Law Certificate of Compliance, attached as Appendix L.
9. All proposals submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form, attached as Appendix E. Additionally, if the Proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization, attached as Appendix F.
10. All proposals must include a detailed written statement specifying the Proposer's Exceptions to the RFP Requirements, if any.
11. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
12. All proposals must include additional information that the Proposer believes is pertinent to the County's requirements.
13. All proposals must include a Statement that Proposer has registered with the County as a vendor, supported by written verification of such registration.
14. All Selected Proposers will be required to execute a performance bond or equivalent, in a form and amount satisfactory to the Department, from a surety licensed in New York, as security for the faithful performance of all the covenants, terms and conditions of the agreement, with the understanding that the whole or any part thereof may be used by the County to supply any deficiency that may arise from any default on the part of the proposer. This performance bond shall remain in effect for the first six (6) months of the term of the agreement.

#### **H. Proposal Submission Instructions**

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this RFP titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered, with the full question listed and a full response provided.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and six (6) copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 3:00 p.m. EST on April 3, 2017. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the Proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or if any language inadvertently restricts or limits the Proposers that could meet the requirements of this RFP to a single source.

If a Proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page to which the exception refers. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the Proposer an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone (516-572-3865) to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications, in writing, to the following authorized contact person:

**Captain Michael Golio**  
**Nassau County Sheriff's Department/Legal Unit**  
**100 Carman Avenue**  
**East Meadow NY 11554**

To RSVP for the mandatory bidder's conference and to schedule the mandatory oral presentation, please contact Captain Michael Golio via e-mail only. [mgolio@nassaucountyny.gov](mailto:mgolio@nassaucountyny.gov).

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

#### **I. Contract Proposal Evaluation Criteria**

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Proposer responds to and meets all of the requirements of this RFP. Proposers may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such an interview. **The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** The Selection Committee will evaluate each proposal and use the following for scoring each submission:

**Contract Requirements, Proposed Solution, Completeness of Proposal 15%**

- Overall responsiveness of the proposal;
- Demonstration of a clear understanding of the requirements portion of the RFP;
- Clear description of the Scope of Work needed to satisfy the defined RFP requirements;
- Description of recommendations and alternative approaches that the County might use to improve the provision of the services described in this RFP, including rationale for the recommendations or alternative approaches.
- Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing management and implementation support, previous engagements of similar scope and quality.

**Proposer Profile: Organization, History, Capacity, Staffing, Resumes 20%**

- Complete description and substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section E, Scope of Services;
- Resumes of the proposed personnel (quality, demonstrated skills of proposed personnel, experience);
- Clear description of potential resource utilization methods and approach;
- Successful history in the provision of on-site health care.
- Previous experience with correctional health care, or with comparable populations.
- Prior public sector experience, project management and implementation qualifications and related experiences of the Proposer, including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size;

**Adequacy of the Program Design and Readiness to Implement the Program 40%**

- Specific approach and plans for accomplishing the work outlined in this RFP;
- Proposed tasks and activities consistent with the purpose of this RFP that will support the services sought therein;
- Completeness and feasibility of the program design;
- Appropriate and reasonable timeframes in which the program(s) can be implemented, including any necessary subcontracts.

**Additional Information 5%**

- Additional information offered in the proposal, such as additional related services or cost containment measures as permitted in the RFP.

**Cost of Overall Project 20%**

- Total cost to the County.

The County will consider any other relevant factors as determined by the Selection Committee.

**J. General Information**

1. **Incurring Cost.** The County shall not be liable for any costs incurred by a Proposer in the preparation and production of a proposal in response to this RFP or for any work performed by a Proposer prior to the issuance of a fully executed contract.
2. **Rejection of Proposals.** The issuance of this RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the Proposer that best meets the requirements of the RFP, and not necessarily to the lowest cost proposal. The County reserves the right to (a) accept or reject any or all proposals received as a result of this request, (b) to negotiate with all qualified sources, or (c) to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Selected Proposer to participate in negotiations and to submit any price, technical, or other revisions, or their proposals that may result from negotiations.

3. **Addenda to RFP.** Amendments to this RFP in the form of addenda may be necessary prior to the closing date and will be furnished by mail or by email to all prospective proposers who have requested these materials and have provided, and continue to provide, current and accurate contact information.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Selection Committee. The Selected Proposer shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein. The County reserves the right to negotiate the terms and conditions of the contract with the Selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the contract with such proposer(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such Proposer(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.
5. **Additional Information.** The County reserves the right to award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from both a price and a technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate a Proposer's qualifications.

6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law (“FOIL”). Proposers shall identify in their proposals any information they submit that is in their view exempt from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the Proposer in advance of such disclosure to enable the proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposer certifies (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
  - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
  - B. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Proposer prior to award, directly or indirectly, to any other proposer or competitor; and
  - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
  - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County shall terminate this contract if gratuities were offered or given by the proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this RFP are the property of the County.
9. **Examination of Records:** In submitting a proposal, the Selected Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County’s acceptance of proposal.
10. **Subcontracting:** The Selected Proposer is responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) and resume of each principal of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text,

graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

**K. General Conditions for Proposers**

1. All Proposers will be required to pay its employees a “living wage” in compliance with Nassau County Local Law No. 1-2006 (the “Living Wage Law”), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable provisions of New York State Labor Law.
2. The Selected Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix D and hereby made a part hereof, if the proposers would be considered “county contractors”, as defined in those appendices, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. The contract shall also provide that in the event the Proposer or any of its principals is convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

**L. Additional Demonstrative Materials**

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the proposal and its ability to meet the specifications of the RFP.

**M. Award of Contract**

The County shall select a Proposer by means of a Notice of Intent to Award issued by the RFP Selection Committee. Neither the selection of a Proposer nor the issuance of a Notice Intent to Award shall constitute the County’s acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

**N. Protest Policy**

As indicated in Section H, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.



**ATTACHMENT A  
HEALTH CARE UTILIZATION STATISTICS**

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GENERAL	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014
Average # of inmates	1197	1255	1242	1271	1289	1225	1169	1180	1174	1266	1258	1,187
Deaths during the month	0	1	0	0	0	0	1	0	0	0	0	0
<b>CLINICAL FACILITY</b>												
3A # sick call visits	2134	1924	1813	2129	1744	1742	1817	1707	1645	1799	1366	1,529
3B # of inmates seen in the clinic	841	1972	2823	2369	2095	2498	2639	2317	2195	2508	3726	3751
3C Annual Health Assessments	8	2	4	4	0	17	4	13	8	0	73	52
3E # H&P's done	759	769	754	649	564	721	600	554	543	663	577	566
3F # dental visits	293	273	298	331	281	268	287	260	305	301	231	260
3G # inmates receiving methadone	10	9	9	17	10	6	7	12	11	13	8	6
<b>SCREENINGS</b>												
4A # medical intake screenings	863	800	796	873	630	888	687	726	648	884	667	654
<b>CHRONIC DISEASE CLINIC</b>												
5A Hypertension	63	47	60	72	49	71	47	46	60	65	44	42
5B Seizure	16	10	13	9	11	15	15	10	13	10	8	9
5C Diabetes	12	10	16	21	19	20	14	15	18	9	12	12
5D Asthma	43	27	38	44	44	65	31	43	55	41	34	40
5E Tuberculosis	7	5	3	1	12	16	11	10	9	13	17	14
5F General Medicine	14	20	19	32	23	22	8	7	8	5	9	7
5G HIV	11	8	9	12	12	10	17	14	13	11	12	8
5H OB/GYN/Pregnant	3	2	1	3	4	2	2	1	1	2	5	2
<b>DIAGNOSTIC IMAGING PROCEDURES</b>												
6A # X-rays	131	113	103	144	119	141	114	97	117	88	103	108
6B # CAT scans	1	1	0	1	2	0	1	0	0	4	0	1
6C # MRI's	3	3	0	1	1	1	0	0	0	1	2	0
6D # Mammograms	0	0	0	0	0	0	0	1	0	0	0	0
6E # Ultrasounds	3	1	4	2	3	2	1	2	2	3	0	3
6F # lab tests administered	1036	1054	823	1104	708	981	866	811	811	1117	1093	1022
6G # EKG's	51	45	50	58	77	66	51	48	23	43	45	12
<b>OPTOMETRIST</b>												
7A # performed in the facility by Optometrist	17	25	24	16	24	13	14	30	10	25	14	17
7B # performed outside the facility by Optometrist	0	0	0	0	0	0	0	0	0	0	0	0
<b>ADMISSIONS</b>												
8A # of beds available	20	20	20	20	20	20	20	20	20	20	20	20
8B # admissions	23	20	25	22	15	8	23	19	15	11	7	5
8C # admitted 23 hr observation	16	28	28	9	21	21	31	39	34	37	26	29
<b>ON SITE CARE</b>												
9A HCP Encounters	89	209	184	251	392	274	235	192	214	207	143	118
9B Telemedicine/Telepsych Encounters	0	0	0	0	0	0	0	0	0	0	0	0

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GENERAL	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014
<b>INFECTION CONTROL SUPPLEMENT</b>												
INFECTION CONTROL STATE												
10A #PPD tests administered	540	465	713	631	569	472	549	471	599	650	563	504
10B # newly positive PPD's with clinic referral	36	20	0	28	10	12	17	9	2	2	14	27
10C # PPD screenings on released inmates	2	1	1	0	0	0	0	0	0	0	58	98
10D # CXR for newly + PPD's	36	21	38	28	10	12		9	2	2	24	31
10E # of inmates started on INH	9	12	9	8	11	12	15	12	11	4	9	5
10F # inmates completing INH	0	1	3	1	0	0	0	3	1	0	15	6
10G # TB cases	0	0	0	0	0	0	0	0	0	0	0	0
10H # gonorrhea tests	54	37	47	76	54	58	56	58	53	105	64	64
10I # positive gonorrhea tests	1	1	1	2	1	1	2	3	1	2	2	1
10J # Chlamydia tests	54	37	41	76	53	58	52	59	49	106	64	65
10K # positive Chlamydia tests	3	3	8	10	3	3	4	1	5	3	1	5
10L # Syphilis tests	80	49	51	61	57	59	62	59	55	104	71	59
10M # positive Syphilis tests	3	1	0	1	1	0	0	1	1	1	5	1
10N # acute Hepatitis cases	0	0	0	3	0	0	0	0	0	0	0	0
10O # HIV tests administered	101	69	8	93	68	62	72	74	64	121	78	65
10P # newly positive HIV cases	0	0	0	0	0	1	1	1	3	6	0	0
10Q # HIV positive on antiviral medications	14	16	13	16	19	9	8	7	6	16	9	10
10R # chicken pox cases	0	0	0	0	0	0	0	0	0	0	0	0
10S MRSA Suspect Cases	1	2	0	4	2	4	2	0	3	1	1	1
10T Confirmed MRSA Cases	1	2	0	4	2	4	2	0	3	1	1	1
10U PPDs Given Other	0	0	0	0	0	0	0	0	7	0	5	0
10V Suspect Active TB	0	0	0	0	0	0	0	0	0	0	0	0
<b>REWARD SUPPLEMENT</b>												
REWARD STATE												
11A Influenza to Inmates	10	8	0	0	0	0	0	0	16	74	77	38
11B Influenza Other	10	0	0	0	0	0	0	0	5	4	5	2
11C Hepatitis B to Inmates	7	9	12	5	5	3	3	17	22	4	11	5
11D Hepatitis B Other	0	3	5	11	0	0	0	0	0	0	0	4
11E Tetanus	0	0	0	0	1	0	0	1	1	1	2	1
11F Pneumovax	0	0	0	1	0	2	0	0	0	0	1	0
<b>REWARD SUPPLEMENT</b>												
REWARD STATE												
12A # new inmate pregnancies	1	2	2	2	1	0	1	2	0	1	4	0
12B # total pregnant inmates: last day of the month	3	0	3	3	3	2	2	3	1	2	5	2
<b>REWARD SUPPLEMENT</b>												
REWARD STATE												
13A # live births	0	1	1	0	1	0	0	0	0	0	0	0
13B # infant deaths	0	0	0	0	0	0	0	0	0	0	0	0

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GENERAL	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014
<b>UTILIZATION REVIEW</b>												
<b>On-site</b>												
14A # inhouse consultations	84	60	69	113	111	78	85	66	80	76	57	72
14B #PT Visits	39	34	33	55	62	40	32	36	47	45	31	50
14C #Dialysis Visits	0	0	0	0	9	12	13	0	0	0	5	0
14D #Ortho Visits	11	5	9	23	14	5	14	9	7	11	5	7
14E #IDC Visits	22	18	20	12	22	14	12	12	16	12	7	10
14F #OB/GYN/Pregnant	12	3	7	23	4	7	14	9	10	8	9	5
<b>Off-site</b>												
15A # off-site consultations	5	2	3	5	5	5	3	5	5	5	1	6
15B #PT Visits	0	0	0	0	0	1	0	1	0	0	0	0
15C #Dialysis Visits	0	0	0	0	1	0	0	0	0	0	0	0
15D #Ortho Visits	4	2	3	5	4	4	3	4	5	5	1	6
15E #IDC Visits	0	0	0	0	0	0	0	0	0	0	0	0
15F #OB/GYN/Pregnant	1	0	0	0	0	0	0	0	0	0	0	0
15G # Emergency room visits	10	12	11	8	15	13	15	21	18	17	11	16
15H # Hospital days-not absentia	27	24	30	11	35	27	31	18	42	36	32	46
15I # Hospital days-absentia	23	23	18	10	10	12	15	51	29	47	19	14
15J # Hospital days related to TB or r/o TB	0	0	0	0	0	1	1	0	0	8	0	2
15K # inmates admitted to hospital - Not absentia	6	8	6	1	9	5	9	13	7	10	6	12
15L # inmates admitted to hospital - absentia	11	11	9	6	6	10	9	7	18	12	9	5
15M # inmates admitted relating to TB or r/o TB	0	0	0	0	0	1	1	0	0	1	0	1
15N # inmates receiving Dialysis	0	0	0	0	1	0	1	0	0	0	0	0
<b>PERSONAL</b>												
16A # Dental visits	293	273	298	331	281	268	287	260	305	301	231	260
16B # Extractions	69	64	71	76	58	63	67	59	71	63	54	58
16C # Abscess	64	60	60	70	60	59	63	50	67	50	51	57
16D # Emergencies	21	24	20	18	24	23	25	19	27	22	20	23
16E # Fillings	109	106	99	95	109	104	111	75	118	80	89	90
<b>PHARMACOLOGICAL</b>												
17A % on HIV medication	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
17B % on General Medication	51%	47%	48%	51%	48%	54%	55%	52%	48%	54%	51%	52%
17C Total # inmates on Psychotropic Medications	121	118	141	127	120	126	122	120	131	148	133	105
17D % Prescribed Psychotropic Medication	10%	9%	11%	10%	9%	10%	16%	19%	11%	12%	11%	9%
17E Patients receiving meds from med carts or pill windows (Last	749	854	902	1032	1281	1117	1151	1008	1106	1292	746	717
<b>GRIEVANCES</b>												
18 Total # Grievances	40	41	35	40	30	27	32	17	24	42	41	44
18A Total # Grievances founded	1	0	0	0	2	0	0	0	0	0	1	0
18B Total # Grievances unfounded	39	41	35	40	28	27	32	17	24	42	40	44
<b>MENTAL HEALTH</b>												
19A # Inmate contacts by MH staff	1511	1151	1,203	1,214	1,089	1,088	1,122	1,065	1209	1253	1,095	1,133
19B # inmate contacts by Licensed MH staff	1208	1094	1,157	1,162	1,048	1,047	1,070	1,005	1147	1,194	1,042	1,085

# Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GENERAL	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014	2014
19C # inmate contacts by Psychiatrist	303	271	311	289	256	273	227	251	273	271	218	206
19D # routine referrals	386	329	420	419	354	372	336	350	320	461	412	384
19E #Continuous Obs Inmates	18	36	26	24	23	29	24	21	22	22	18	26
19F #Continuous Obs Days	113	184	96	79	79	99	81	100	141	100	56	128
20A Completed Suicides	0	0	0	0	0	0	0	0	0	0	0	0
20B Attempted Suicides	0	0	0	0	0	0	0	0	1	0	0	1
20C State hospital commitments awaiting admission	0	0	0	0	0	0	0	0	0	0	0	0
<b>Facility Count # Inmates on Psychotropics</b>	121	118	141	127	120	126	122	120	141	148	133	105
Facility Count % Inmates on Psychotropics	10%	9%	11%	10%	9%	10%	10%	10%	11%	12%	11%	9%

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>GENERAL</b>	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
Average # of inmates	1,204	1222	1211	1182	1159	1137	1163	1197	1222	1235	1201	1123
Deaths during the month	0	0	0	0	1	0	0	0	0	0	0	0
<b>Clinical Services</b>												
3A # sick call visits	1313	1345	1008	1,278	1262	1,889	1562	1757	1435	1480	1693	1885
3B # of inmates seen in the clinic	4304	4086	4,276	4,087	3,974	3,680	3322	3674	4076	4423	3849	3598
3C Annual Health Assessments	4	0	0	40	8	3	30	2	3	0	2	37
3E # H&P's done	961	733	870	742	706	672	641	535	547	608	504	480
3F # dental visits	245	275	180	289	265	297	285	267	272	302	245	310
3G # inmates receiving methadone	9	3	8	13	9	5	6	12	16	19	16	14
<b>Screening</b>												
4A # medical intake screenings	662	632	681	703	702	598	647	552	664	672	544	553
<b>Chronic Disease Clinic</b>												
5A Hypertension	49	66	70	48	51	46	69	42	39	53	41	58
5B Seizure	16	12	17	10	11	11	15	6	10	15	5	12
5C Diabetes	11	23	16	15	15	17	19	15	10	24	12	12
5D Asthma	29	42	56	38	37	37	47	32	29	41	32	40
5E Tuberculosis	13	18	30	36	12	20	21	13	6	7	10	13
5F General Medicine	4	6	7	3	2	9	5	4	4	11	7	8
5G HIV	15	19	11	13	12	16	13	10	8	9	8	10
5H OB/GYN/Pregnant	2	0	1	3	3	2	5	9	5	8	9	0
<b>Diagnostic Imaging Procedures</b>												
6A # X-rays	100	77	93	117	121	118	99	99	84	96	91	111
6B # CAT scans	1	0	0	2	0	0	0	0	0	2	0	1
6C # MRI's	0	1	0	0	2	0	0	2	0	0	0	1
6D # Mammograms	0	2	0	0	0	0	0	0	0	1	0	0
6E # Ultrasounds	4	5	3	2	0	2	2	2	2	6	0	4
6F # lab tests administered	1000	1332	877	1083	838	840	885	840	797	900	750	866
6G # EKG's	24	41	32	39	43	50	39	34	34	44	25	23
<b>Optometrists</b>												
7A # performed in the facility by Optometrist	22	20	17	11	11	22	14	14	7	22	19	11
7B # performed outside the facility by Optometrist	1	0	0	0	0	0	0	0	0	0	1	0
<b>Primary Activity</b>												
8A # of beds available	20	20	20	20	20	20	20	20	20	20	20	20
8B # admissions	4	3	6	4	1	4	4	12	15	13	11	16
8C # admitted 23 hr observation	30	32	28	26	42	38	41	42	47	32	36	21
<b>Other</b>												
9A HCP Encounters	480	613	584	557	631	750	642	555	477	497	426	502
9B Telemedicine/Telepsych Encounters	0	0	0	0	0	0	0	0	0	0	0	0

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>PREVENTION</b>	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
<b>INMATE TUBERCULOSIS (10) - HIV ENDORS</b>												
<b>Infection Control Tests</b>												
10A #PPD tests administered	480	471	473	455	550	540	571	495	519	615	535	506
10B # newly positive PPD's with clinic referral	24	33	17	30	39	25	12	7	16	21	0	1
10C # PPD screenings on released inmates	102	103	107	89	120	129	108	99	102	120	98	111
10D # CXR for newly + PPD's	27	36	23	48	45	38	16	15	32	21	30	27
10E # of inmates started on INH	6	0	0	0	0	0	0	0	0	0	0	0
10F # inmates completing INH	0	0	0	0	0	0	0	0	0	0	0	0
10G # TB cases	0	0	0	0	0	0	0	0	0	0	0	0
10H # gonorrhea tests	47	41	37	38	40	32	46	63	43	48	38	38
10I # positive gonorrhea tests	0	0	0	1	0	0	1	0	0	0	1	0
10J # Chlamydia tests	44	41	37	38	41	32	47	63	42	33	37	38
10K # positive Chlamydia tests	3	3	1	2	1	2	5	3	1	4	2	2
10L # Syphilis tests	39	38	31	33	39	32	47	58	39	36	34	26
10M # positive Syphilis tests	0	0	1	0	3	1	1	0	0	2	0	2
10N # acute Hepatitis cases	0	0	0	0	0	0	0	0	0	0	0	0
10O # HIV tests administered	50	48	39	37	46	17	61	69	44	39	60	29
10P # newly positive HIV cases	3	1	1	0	0	0	0	0	2	0	1	1
10Q # HIV positive on antiviral medications	6	13	16	11	15	0	18	15	14	21	19	15
10R # chicken pox cases	0	0	0	0	0	0	0	0	0	0	0	0
10S MRSA Suspect Cases	4	1	0	0	0	0	4	4	4	1	0	2
10T Confirmed MRSA Cases	4	1	0	1	0	0	4	4	4	1	1	2
10U PPDs Given Other	2	0	6	1	1	1	2	3	1	1	1	4
10V Suspect Active TB	0	0	0	0	0	0	0	0	0	0	0	0
<b>COXIS</b>												
11A Influenza to Inmates	13	8	0	0	0	0	0	0	0	11	46	30
11B Influenza Other	2	0	0	0	0	0	0	0	0	0	1	0
11C Hepatitis B to Inmates	2	1	0	2	2	6	2	1	1	0	10	3
11D Hepatitis B Other	0	0	0	0	0	0	10	3	1	0	0	0
11E Tetanus	4	0	0	2	2	0	0	1	0	2	2	0
11F Pneumovax	1	0	1	0	1	0	0	0	1	0	3	0
<b>HEALTH &amp; STAFF DEVELOPMENT</b>												
12A # new inmate pregnancies	0	1	1	3	2	1	2	4	2	4	0	0
12B # total pregnant inmates: last day of the month	1	1	1	1	3	3	5	8	5	1	0	0
<b>DEATHS</b>												
13A # live births	0	0	0	0	0	0	0	0	1	0	1	0
13B # infant deaths	0	0	0	0	0	0	0	0	0	0	0	0

## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
GENERAL	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015	2015
<b>UTILIZATION REVIEW</b>												
<b>ON-SITE</b>												
14A # inhouse consultations	112	108	122	94	106	110	97	85	78	76	61	84
14B #PT Visits	61	47	62	41	47	54	29	29	31	29	29	56
14C #Dialysis Visits	12	24	26	18	14	13	15	13	13	9	1	0
14D #Ortho Visits	7	7	7	6	9	11	14	14	8	6	7	6
14E #IDC Visits	26	23	18	18	29	22	26	17	14	26	15	15
14F #OB/GYN/Pregnant	6	7	9	11	7	10	13	12	12	6	9	7
<b>OFF-SITE</b>												
15A # off-site consultations	4	8	10	1	2	1	4	0	4	3	1	2
15B #PT Visits	0	0	0	0	0	0	0	0	0	0	0	0
15C #Dialysis Visits	0	0	0	0	0	0	0	0	0	0	0	0
15D #Ortho Visits	3	8	10	1	2	1	4	0	3	3	0	2
15E #IDC Visits	1	0	0	0	0	0	0	0	0	0	0	0
15F #OB/GYN/Pregnant	0	0	0	0	0	0	0	0	1	0	1	0
15G # Emergency room visits	20	12	11	12	7	14	9	8	18	11	16	17
15H # Hospital days-not absentia	34	49	32	18	13	36	27	15	44	43	48	53
15I # Hospital days-absentia	17	22	11	34	29	11	30	21	17	45	8	19
15J # Hospital days related to TB or r/o TB	0	1	0	0	0	0	0	0	0	0	0	0
15K # inmates admitted to hospital - Not absentia	11	9	8	4	3	7	4	4	9	5	6	8
15L # inmates admitted to hospital - absentia	8	10	8	8	11	7	6	9	8	11	3	8
15M # inmates admitted relating to TB or r/o TB	0	1	0	0	0	0	0	0	0	0	0	0
15N # inmates receiving Dialysis	1	2	2	1	1	0	0	0	0	1	0	0
<b>DENTAL</b>												
16A # Dental visits	245	275	273	289	265	297	285	267	272	302	245	310
16B # Extractions	57	64	64	60	62	69	67	62	64	71	57	73
16C # Abscess	54	61	60	64	59	66	63	59	60	67	54	69
16D # Emergencies	21	24	24	25	23	26	25	23	24	26	21	27
16E # Fillings	95	95	106	112	103	115	110	103	105	117	95	120
<b>PHARMACY</b>												
17A % on HIV medication	1%	1%	1%	1%	1%	1%	2%	1%	1%	2%	2%	1%
17B % on General Medication	54%	54%	58%	57%	59%	56%	60%	58%	59%	57%	51%	60%
17C Total # inmates on Psychotropic Medications	126	126	126	114	129	118	112	123	126	127	115	137
17D % Prescribed Psychotropic Medication	10%	10%	10%	10%	11%	10%	10%	10%	11%	10%	9%	12%
17E Patients receiving meds from med carts or pill windows (Last	646	655	703	669	689	684	688	679	700	705	641	673
<b>GRIEVANCES</b>												
<b>Total # Grievances</b>	47	34	42	39	42	41	31	30	37	37	32	30
18A Total # Grievances founded	2	1	0	0	0	0	0	0	0	1	2	1
18B Total # Grievances unfounded	45	33	42	39	42	41	31	30	37	36	30	29
<b>INMATE CONTACTS</b>												
19A # Inmate contacts by MH staff	1193	1122	1,173	1,101	1,162	1,159	1,250	1,205	1143	1094	1,269	1255
19B # inmate contacts by Licensed MH staff	1114	1068	1,119	1,031	1,096	1,083	1,131	1,163	1143	1,088	1,187	1133



## Nassau County Statistical Report

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>GENERAL</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>
19C # inmate contacts by Psychiatrist	211	220	233	214	230	262	263	269	252	234	224	244
19D # routine referrals	485	462	477	437	555	440	436	496	534	474	446	442
19E #Continuous Obs Inmates	22	26	26	14	18	23	24	20	19	26	34	26
19F #Continuous Obs Days	88	45	60	29	44	64	64	65	38	68	111	56
20A Completed Suicides	0	0	0	0	0	0	0	0	0	0	0	0
20B Attempted Suicides	0	0	0	0	0	0	0	0	0	0	0	0
20C State hospital commitments awaiting admission	0	0	0	0	0	0	0	0	0	0	0	0
<b>Facility Count # Inmates on Psychotropics</b>	126	126	126	114	129	118	112	123	126	127	115	137
<b>Facility Count % Inmates on Psychotropics</b>	10%	10%	10%	10%	11%	10%	10%	10%	11%	10%	9%	12%

**ATTACHMENT B  
DOJ SETTLEMENT AGREEMENT**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff,

-against-

NASSAU COUNTY, THOMAS GULOTTA,  
Nassau County Executive, NASSAU  
COUNTY SHERIFF'S DEPARTMENT, and  
EDWARD REILLY, Sheriff of Nassau  
County, Defendants.

**SETTLEMENT AGREEMENT**

**I. Introduction**

1. On April 19, 1999, the United States, through the Department of Justice ("DOJ") notified Nassau County Executive Thomas Gulotta of its intent to investigate certain conditions at the Nassau County Correctional Center ("NCCC") to determine whether those conditions violated inmates' constitutional rights. The United States conducted this investigation pursuant to the Civil Rights of Institutionalized Persons Act ("CRIPA"), 42 U.S.C. §§ 1997 *et seq.*, and the pattern or practice provision of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141.

2. On September 11, 2000, DOJ issued its letter of findings ("Findings Letter") containing evidence that NCCC subjects inmates to unconstitutional conditions that have caused them grievous harm: that staff engage in a pattern or practice of physical abuse of inmates, and that NCCC is deliberately indifferent to inmates' serious medical needs.

3. NCCC cooperated throughout the course of the investigation and indicated a willingness to voluntarily undertake measures to improve conditions at NCCC and to respond to the evidence set forth in DOJ's Findings Letter and to address DOJ's concerns regarding treatment of inmates' serious mental health needs set forth in a letter dated October 4, 2000. Consequently, the parties enter into this Settlement Agreement for the purpose of avoiding the risks and burdens of litigation.

4. The parties agree that this settlement does not constitute an admission by the defendants of the truth of the findings contained in the Findings Letter and does not constitute an admission of liability by the defendants. This settlement is not intended to interfere with rights conferred by any applicable collective bargaining agreements or alter any existing collective bargaining agreements.

5. The parties acknowledge that the Nassau University Medical Center ("NUMC") provides

medical care to inmates at the NCCC and that such care is provided pursuant to a contract with the NUMC which sets forth the terms and conditions of the relationship between the County of Nassau and its agencies and NUMC. Nassau County shall be responsible for ensuring that NUMC complies with the terms of this agreement. Nothing in this paragraph shall abrogate Nassau County's responsibility to comply fully with the terms of this agreement.

6. It is expressly understood and acknowledged that, while this agreement makes no distinctions between those issues concerning inmate care, custody and control previously modified and or improved prior to the issuance of the Findings Letter and those which shall be modified and/or improved by virtue of the terms of this agreement, the parties acknowledge that a number of the policies and/or procedures which this agreement addresses were implemented or in the process of being implemented prior to the issuance of the Findings Letter.

## **II. Medical and Mental Health Care**

### **A. Policies and Procedures**

7. NCCC shall cause to be developed and/or implemented appropriate written medical policies, procedures, and protocols that include, but are not limited to the following: (1) initial inmate screening and inmate health assessments; (2) staffing levels, necessary credentials and job descriptions; (3) sick call and other access to medical services; (4) distribution and management of medications; (5) emergency care; (6) dental care; (7) mental health care; (8) substance abuse treatment; (9) treatment of individuals with special needs; (10) communicable disease testing and control; (11) women's health care; (12) routine and chronic disease care; (13) medical records; (14) staff training; (15) quality assurance; (16) mortality reviews; (17) inmate education; (18) medical safety and sanitation; (19) suicide prevention; (20) immunization; and (21) medical grievance procedures. At a minimum, such policies, procedures and protocols shall conform to Standards of the New York State Commission on Correction ("NYSCOC"), all "essential" and 85% of the "important" policies of the National Commission on Correctional Health Care ("NCCHC") and the American Psychiatric Association Standards for Psychiatric Services in Jail and Prisons. For purposes of this provision, "essential" and "important" policies shall be those so described by the NCCHC.

### **B. Medical Staffing and Professional Credentials**

8. All persons providing medical, dental or mental health treatment ("medical staff") shall have written job descriptions and shall meet applicable state licensure and/or certification requirements. For purposes of this agreement, medical staff shall be defined as physicians and "allied health professionals." For purposes of this agreement, "allied health professional" shall be defined only as a licensed physician assistant or licensed nurse practitioner. "Clinical staff" shall be defined as nursing staff and medical staff.

9. All security personnel shall be trained to provide first response assistance in an emergency

situation (i.e., CPR, bag valve resuscitation and/or to address serious bleeding.) Security personnel and Emergency Technicians ("EMTs") and Advanced Medical Technicians ("AMTs") shall not provide medical, dental or mental health, evaluation, diagnosis, or treatment, other than as first line emergency medical response. Security personnel may assist a physician or allied health professional in emergencies. Emergencies shall not include situations in which non-emergent medical, dental or mental health care treatment is necessary or is being provided, and medical staff is unavailable to provide such treatment.

10. NCCC shall make reasonable efforts to ensure an inmate's privacy subject to legitimate security concerns and emergency situations.

11. The medical director of the NCCC shall be a qualified, licensed physician. Qualified, licensed physicians shall supervise inmate medical and mental health treatment, and medical policy development. The medical director of the NCCC shall have ultimate responsibility for supervising all medical and clinical staff, although nursing personnel may be responsible for intermediate levels of supervision over such staff. The medical director's office shall be situated in the medical unit of the NCCC. The medical director shall routinely and regularly provide on-site supervision of medical staff. The medical director may also maintain an office at the NUMC.

12. NCCC shall cause its medical provider to verify medical credentials for all medical professionals upon initial hire, and at least every two years thereafter. The verification shall include inquiry into any restrictions or sanctions for each health professional who provides medical care to patients. NUMC shall maintain copies of current professional credential licensing for all medical and mental health professionals, and maintain appropriate records of its credential verifications. NUMC shall make such records available to DOJ upon request.

13. NCCC shall provide twenty-four (24) hour on site full-time physician or allied health professional coverage (under the supervision of a physician) seven (7) days per week, fifty-two (52) weeks per year. NCCC shall provide daily nursing coverage from six (6) a.m. to ten (10) p.m. NCCC shall provide a minimum of forty (40) hours of on site physician coverage (available to see patients) per week, and shall also provide and maintain twenty-four (24) hour daily on-call physician coverage. Staffing levels shall be sufficient to provide adequate treatment of inmates' serious medical needs.

14. NCCC shall ensure that NUMC retains psychiatrists and psychiatric social workers at staffing levels sufficient to provide adequate treatment of inmates' serious mental health needs.

15. NCCC shall ensure that NUMC maintains monthly reports setting forth all medical staffing positions filled and unfilled on the first day of each reporting period. This report shall include all personnel/professional job classifications, as defined above.

### **C. Intake Screening**

16. NCCC shall perform timely initial health screening for new inmates on the day of arrival in

accordance with 22 N.Y.C.R.R. § 7010.2 and shall make every good faith effort to record and seek the inmates' cooperation to provide (1) medical, surgical, mental health, and dental history; (2) current injuries, illnesses, evidence of trauma, and vital signs; (3) current medications; (4) allergy information; (5) personal physician(s), dentist(s), and mental health provider(s); (6) immunization history as follows: influenza; pneumococcal vaccine for inmates fifty (50) or over or with chronic disease; hepatitis; (7) mental health screening to include suicide attempt history, history of mental health including hospitalization, suicidal ideation and risk assessment; (8) history of substance abuse and treatment; (9) pregnancy; (10) history or symptoms of tuberculosis, including the date and result of the last TB test; (11) history or symptoms of other communicable diseases. All medical and mental health screening forms shall become part of an inmate's medical record or chart.

17. As part of intake screening, NCCC shall routinely perform on all inmates a tuberculin skin test (i.e. Mantoux "PPD") and shall read the PPD forty-eight (48) to seventy-two (72) hours after placement unless such test is unnecessary (i.e. history of prior positive tests) or medically contra-indicated according to Centers for Disease Control ("CDC") Guidelines. Within 72 hours of determining that an inmate's PPD test is positive, NCCC shall perform and interpret a chest x-ray of the inmate. NCCC shall follow CDC guidelines for management of inmates with TB infection, including prophylactic medication for any patient with an anticipated length of stay of two (2) months or more. Inmates who refuse a TB test shall be placed in segregation.

18. As part of intake screening, NCCC shall routinely screen women inmates for gonorrhea and chlamydia within twenty-four (24) hours of admission, Monday through Friday and within forty-eight (48) hours if the inmate is admitted to NCCC on Saturday or Sunday. NCCC shall provide medically appropriate treatment within ninety-six (96) hours of testing. Screening shall consist of a urine screening test or bacterial culture test.

19. As part of intake screening, NCCC shall routinely administer to all inmates a blood test for syphilis and shall provide medically appropriate treatment within ninety-six (96) hours of testing.

20. Pneumococcal and influenza vaccinations shall be provided to inmates in accordance with CDC guidelines, unless NCCC's physician deems such vaccinations medically inappropriate, in which case, such determination shall be recorded with specificity in the inmate's chart.

21. Inmates with Hepatitis C shall be treated in accordance with CDC guidelines, unless NCCC's physician deems such treatment medically inappropriate, in which case, such determination shall be recorded with specificity in the inmate's chart.

22. In the event an inmate refuses to voluntarily cooperate in the screening and/or test(s) referred to in paragraphs 17-21, after being advised of its importance to the inmate's health needs, then such refusal shall be documented by medical center personnel. In such event, NCCC shall take steps medically appropriate for the health of the individual inmate, other inmates and staff.

23. A physician or allied health professional shall perform full health assessments within seven (7) days of an inmate's arrival at NCCC, unless the intake screening indicates the inmate has a contagious illness, is on medication, has immediate medical needs, is intoxicated, is experiencing alcohol or drug withdrawal, or has been participating in a substance abuse or detoxification program, in which case, the provisions of paragraph 24 shall govern.

24. When the initial health screening indicates that the inmate has a contagious illness, is on medication, has immediate health needs, is intoxicated, is experiencing alcohol or drug withdrawal, or has been participating in a substance abuse or detoxification program, NCCC shall conduct a full health assessment within thirty-six (36) hours of the inmate's arrival, and shall provide treatment consistent with the terms of this Agreement, except that assessment and treatment shall be provided more expeditiously if necessary for the inmate's health and safety. NCCC shall continue the same or comparable medication within twenty-four (24) hours unless it is deemed not medically indicated by NUMC physician staff or not consistent with standard medical practice after diligent efforts are made, and documented, to contact the inmate's treating physician.

25. NCCC shall ensure that the NUMC keeps records, by month, of the number of health assessments performed on new inmates and whether the assessments were performed in a timely or untimely manner.

#### **D. Sick call**

26. NCCC shall provide sick call five (5) days a week by the clinical staff. NCCC shall ensure that a licensed physician is on call twenty-four (24) hours a day, seven (7) days a week, for immediate access by allied health professionals. Nurses shall be guided by physician approved nursing protocols.

27. NCCC shall develop and implement written sick call policies, procedures, and practices which shall include, at a minimum, the following: (1) written sick call request slips available in English and Spanish; (2) a confidential collection method in which the request slips go directly to the medical personnel; (3) a logging procedure to record each request for sick call services, the date the inmate was seen, and the disposition (e.g., referral; whether inmate seen at sick call) of the sick call visit; (4) procedures and policies that ensure that all sick call requests are evaluated by clinical staff within 24 hours; (5) procedures and policies that ensure that medical evaluation and treatment occurs in a manner that is timely for the medical complaint; (6) procedures and practices which ensure that illiterate inmates can orally access the sick call system by requesting access through staff, who must, as soon as reasonably possible after the oral request, fill out a request slip for the inmate; (7) procedures and practices which ensure that inmates with visual impairments, who are blind, or who have physical or cognitive disabilities which impair their abilities to complete sick call slips, can orally access the sick call system by requesting access through staff, who must, as soon as reasonably possible after the oral request, fill out a request slip for the inmate; (8) procedures and practices which ensure that all inmates, irrespective of primary language, can access the sick call system; (9) procedures and practices which ensure that results of the sick call visit are recorded in the inmate's medical record consistent with the

provisions of this Agreement; (10) procedures and practices which ensure timely referrals, follow-up and provision of medication; (11) procedures which ensure timely receipt of mental health services by inmates requesting such services through the sick call process; and (12) staff training regarding these procedures and policies.

28. No inmate shall be disciplined for or otherwise be discouraged from accessing the health care delivery system.

29. At least three (3) times a week, documented rounds will be conducted in segregation. Inmates submitting sick call requests in segregation shall access the sick call system and be seen by qualified medical professionals in accordance with the policies and procedures developed and implemented pursuant to paragraph 27.

## **E. Chronic Diseases**

30. NCCC shall develop and implement a written chronic care disease management program. As part of this program, NCCC shall maintain an updated chronic disease registry of inmates suffering from chronic illnesses, including, but not limited to, the following conditions: asthma, cardiac disease, elevated lipids, diabetes, HIV infection, hypertension, and seizure disorder.

31. NCCC shall develop and implement a written updated chronic disease treatment guidelines consistent with nationally accepted guidelines for the diseases, in order to provide appropriate treatment for chronic illnesses, including routine tests, examinations, follow-up, treatment plans and continuity and coordination of care.

32. NCCC shall keep records of all care, including

routine tests and examinations provided to inmates suffering from chronic illnesses. Such records shall be maintained in the inmate's individual file.

## **F. Medication Management**

33. NCCC shall develop and implement written policies and procedures to ensure appropriate delivery and continuity of medication. Such procedures shall include timely distribution of medication to inmates who have visits or are out to court; procedures that ensure access to medication in emergencies and on weekends; contemporaneous documentation and monitoring of dosages dispensed and received and documentation of refusals and no-shows; and procedures that ensure that medication errors are recorded and monitored.

34. Only trained and qualified medical staff shall administer medications. NCCC shall provide pharmaceutical staffing and coverage sufficient to address inmates' serious medical and mental health needs.



35. NCCC shall develop and implement written policies and procedures providing for patient-specific medication administration records. Such procedures shall include filing of medication administration records in the inmate's medical record. NCCC shall develop and implement written policies and procedures regarding inmates' refusal to take or receive medication. These policies and procedures shall include counseling inmates regarding the value of the proffered medication, documenting such counseling, and recording the basis for the inmate's refusal.

36. NCCC shall implement an automated drug profile system which shall, for example, identify adverse interactions between medications and duplication of therapeutic categories.

37. Upon inmates' release from detention, NCCC shall offer inmates the opportunity to be provided with (1) a seven (7) day supply of appropriate medication for inmates suffering from HIV; (2) a five (5) day supply of psychotropic medication to inmates receiving such medication while incarcerated; and (3) prescriptions for appropriate medication (other than those referred to in (1) and (2)), in sufficient quantities to inmates. Upon inmates' release from detention, Nassau County shall continue to provide inmates with TB with prescription medication and treatment in conformity with recognized standards and protocols applicable to TB prevention and treatment. For purposes of this provision, the number of days shall commence beginning with the day the inmate is released from detention. NCCC shall develop and implement written policies and procedures which facilitate continuity of medication upon release, including, but not limited to assisting inmates with accessing public health benefits and services. Nassau County may seek to recover from individuals with private medical coverage or medical insurance the costs of medication provided pursuant to this provision.

## **G. Medical Records**

38. NCCC shall develop and implement written policies and procedures for maintaining unified and collaborative health records. Such procedures shall include maintenance of a single medical record for each inmate covering all admissions to NCCC, inclusion of current notes from all health care providers, and all medication administration records. All medical records, including laboratory reports, etc., shall be timely filed (i.e., within three (3) days of review, creation, or use).

39. Medical records shall be separate from the inmate's institutional record. Access to individual inmate medical records shall be restricted to medical personnel and to the legal section of the jail and the County when necessary to respond to formal complaints of failure to provide medical care or those alleging injury due to excessive force. Medical information shall be shared with NCCC officers only when the director of the medical unit or the Sheriff or his designee or the Deputy Undersheriff in charge of investigations believes sharing of this information is necessary for the health, safety or security of the institution, staff and inmates. NCCC staff shall be prohibited from divulging inmate medical information to other inmates.

## **H. Treatment of Female Inmates**

40. NCCC shall develop and implement written guidelines for medical care for women, including routine screening for pregnancy, timely screening for sexually transmitted disease, HIV counseling and testing and routine gynecological and obstetric care. NCCC shall write and follow treatment plans for pregnant women, which shall include discharge planning.

### **I. Drug and Alcohol Treatment**

41. NCCC shall develop written policies and procedures establishing a medical detoxification process.

42. Inmates with co-existing disorders shall be permitted to participate in NCCC's substance abuse treatment programs. Exclusion from participation shall be made on a case by case basis.

43. Subject to approval by the New York State Office of Alcohol and Substance Abuse Services ("OASAS"), NCCC shall discontinue its current policy and practice of excluding pre-sentence inmates charged with certain crimes from participating in its substance abuse treatment programs. Exclusion from participation shall be made on a case by case basis.

44. NCCC shall use its best efforts to expand the size of its Drug, Alcohol, Rehabilitation Treatment ("DART") and "Stop DWI" programs to accommodate additional participation.

45. NCCC shall maintain waiting lists for its substance treatment programs and shall document the number of individuals requesting, receiving, and denied such treatment.

### **J. Mental Health Treatment and Special Needs**

46. NCCC shall develop and implement treatment plans for inmates with special needs, such as the frail elderly, and inmates with mental illness, disabilities, communicable diseases, or terminal illness. Treatment plans shall include discharge planning.

47. NCCC shall develop and implement written policies and procedures to ensure that inmates requesting mental health services, inmates who become suicidal and inmates who develop serious mental illness while incarcerated are evaluated and treated timely, irrespective of the manner in which the services are requested. A sufficient number of hospital beds shall be available for acute mental health inmates who are determined by medical staff to require hospitalization. Mental health staff shall be provided with up to date housing lists of inmates to ensure continuity of care. Inmates with positive suicide screens shall be provided with active supervision and shall be timely seen and evaluated by mental health staff.

48. Community based volunteers shall conduct regular community meetings for inmates in mental health units similar to those provided in NCCC's drug treatment programs.

## **K. Mortality Reviews**

49. NCCC shall cause to be performed an autopsy for every inmate who dies while in the custody of NCCC, as required by New York State law. NCCC shall cause to be performed a mortality review for every inmate who dies while in the custody of NCCC as part of the NCCC's quality improvement program.

50. Mortality reviews shall involve physicians, nurses, and other relevant NCCC personnel (as appropriate) and shall seek to determine whether there was a pattern of symptoms which might have resulted in earlier diagnosis and intervention. All autopsy reports and related medical data shall be provided to SBI. SBI and security staff shall fully cooperate with the New York State Commission of Correction reporting requirement under 9 NYCRR § 7022. In addition, mortality reviews shall examine events immediately surrounding the inmate death to determine if appropriate interventions were undertaken.

## **L. Medical Safety and Sanitation**

51. NCCC shall develop and implement written current site-specific blood borne pathogen and tuberculosis policies and procedures, including control plans consistent with Centers for Disease Control ("CDC") guidelines. Such plans shall include prompt evaluation of diagnostic reports and procedures to eliminate any unreasonable delay between identification and treatment of tuberculosis. NCCC shall train all staff on these plans on an annual basis. Only trained staff shall perform medical waste disposal and clean-up.

52. NCCC shall develop and implement a written exposure control plan that is consistent with OSHA requirements.

53. NCCC shall maintain a clean and safe environment in all medical areas, including establishing and implementing controls regarding dangerous medical instruments and medical waste disposal.

## **M. Inmate Education**

54. NCCC shall implement a regular program for educating inmates on health related issues, including HIV education and counseling, other infectious diseases, diseases with which they have been diagnosed, and birth control education and counseling.

## **N. Quality Assurance and Improvement**

55. NCCC shall develop and implement a written functional quality improvement program for medical and mental health care, which shall include development of a written quality improvement plan that includes annual self-evaluation, the provision of evaluations and recommendations regarding

clinical guidelines, the selection of performance indicators, internal peer review and the establishment of a Quality Improvement Committee ("QIC"). The QIC shall be responsible for implementation of the quality improvement plan and shall serve as the conduit for all quality improvement activities.

56. The QIC shall be chaired by a physician and shall include a multi-disciplinary review necessary to properly review the status of health care provided to inmates and NCCC. The QIC chair may appoint subcommittees for focused work. The QIC shall meet ten (10) out of twelve (12) months each year, and shall record or take minutes of its meetings and maintain records of documents or files reviewed. The NCCC Quality Improvement Coordinator shall report monthly to the Sheriff, and to the chair of the NUMC's Quality Improvement Council.

57. The quality assurance program shall include an annual work description; a work plan; and a program evaluation.

58. The QIC shall develop written protocols for regularly providing workshops regarding the provision of medical and mental health care to clinical and administrative staff.

### **III. USE OF FORCE**

#### **A. Staffing**

59. NCCC shall require all Nassau County Sheriff's Department employees assigned to the Nassau County Sheriff's Department Division of Correction ("staff" or "correctional staff") to advise the Sheriff or his designee in writing of any arrest or conviction, plea of guilty or nolo contendere to any felony or misdemeanor charge, or the issuance of any order of protection against the staff member within one week of such event, and shall require the staff member to advise the Sheriff or his designee in writing regarding any change in the status of any such matter. The failure to so report shall result in disciplinary proceedings. NCCC shall independently monitor the status of any matters reported to the facility by staff pursuant to this paragraph and shall evaluate the propriety of such staff's continued contact with inmates and remove staff from such contact where appropriate. All statements required in this paragraph shall be maintained in the files of the investigation unit and/or the employee's personnel file.

60. NCCC shall request in writing that the District Attorneys of Nassau, Suffolk, Kings, Queens, Richmond, New York, and Bronx Counties notify the Sheriff or his designee of NCCC staff convictions or pleas described in paragraph 59. NCCC shall request in writing that the Nassau County Attorney's Office advise NCCC of any judgment, civil adjudication or settlement against a NCCC employee for actions filed pursuant to 42 U.S.C. § 1983 and of any adjudicated administrative determinations against NCCC employees or any administrative settlements entered by NCCC employees related to claims of discrimination. NCCC shall evaluate the propriety of such staff's continued contact with inmates and remove staff from such contact where appropriate.

61. Prior to hiring, it is understood and agreed that the Nassau County Civil Service Commission

shall perform all background checks on all candidates for correctional positions and shall evaluate the results of such checks in hiring or placement decisions. Such checks shall include a fingerprint check by the FBI; criminal arrest and conviction record; law enforcement agency check of addresses where the applicant has lived; military discharge status; investigation of any record of, or civil adjudications or settlements revealing assault, improper use of force, domestic violence, bias or discrimination.

## **B. Training**

62. NCCC shall provide at least one-hundred sixty (160) hours of pre-service training to all correctional staff, prior to staff being assigned to a platoon. The training shall include sufficient amounts of time devoted to use of force, use of force reporting, staff professionalism, diversity training, dealing with inmates with mental illness or mental health issues, dealing with female inmates, and potential criminal and civil liability for the use of excessive force. Use of force training shall include the following: (1) when force may be used; (2) alternatives to the use of force; (3) prohibitions against the use of excessive or unnecessary force; (4) control techniques intended to minimize injury to staff and inmates; (5) reporting and report writing; and (6) NCCC's policies and procedures regarding use of force developed and implemented pursuant to this Agreement.

63. Correctional staff shall be interviewed by a committee that shall include a Deputy Undersheriff, psychiatric social worker or qualified health care professional and one member of the Training Academy. Following these interviews, the committee shall select staff members deemed appropriate for assignments to posts in the mental observation units or to specialized units with alcohol or drug dependent inmates. Staff assigned to such posts on a steady basis shall receive special training which shall include topics related to use of force, an overview of treatment issues, and to understanding and dealing effectively with these special populations. NCCC shall make reasonable efforts to make assignment to such posts voluntary.

64. NCCC shall provide at least forty (40) hours of in-service training annually to correctional staff. Training shall include the use of force topics identified in paragraph 62, use of force reporting, staff professionalism, diversity training, potential criminal and civil liability for the use of excessive force, and stress reduction. NCCC shall develop and provide special in-service training to staff assigned to posts in mental observation units and in specialized units with alcohol or drug dependent inmates. Such training shall include the topics described in the preceding paragraph. All correctional staff shall receive in-service training concerning issues related to dealing effectively with women inmates. The hours necessary for such training shall be determined by NCCC with input by DOJ. The training materials and course structure for the in-service training described in this paragraph shall highlight policies and procedures revised or implemented pursuant to this Agreement and shall be submitted to DOJ for review in accordance with the time frames for compliance set forth below.

65. Correctional staff promoted to supervisory positions (sergeants, lieutenants, and captains) shall receive specialized training regarding NCCC's use of force policies and procedures, the role of supervisors in enforcing those policies and the investigation of use of force incidents prior to assumption

of supervisory posts. Staff assigned to posts in the Training Academy shall also receive specialized training regarding NCCC's use of force policies and procedures and the subjects identified in paragraph 64, prior to assumption of such posts. The training materials and course structures shall be submitted for review and comment to the New York State Commission on Correction and to DOJ in accordance with the time frames for compliance set forth below. NCCC shall provide any written response by the Commission to DOJ.

66. Within thirty (30) days of execution of this Settlement Agreement, copies of the Agreement shall be distributed to all correctional staff, and its terms shall be explained at roll calls by the Sheriff or his designee.

67. Training academy staff shall develop, on an ongoing basis, scripts for roll call training directed at issues related to effective implementation of this Agreement. Roll call training shall be provided regularly and documented. Roll call scripts shall be provided to DOJ for its review in accordance with the time frames for compliance set forth below.

### **C. Policies and Procedures**

It is acknowledged that NCCC is in the process of developing and implementing a use of force policy. NCCC's revised procedures and polices regarding the use of force shall include the following provisions:

68. The revised policies and procedures shall define the "use of force" as (1) the use of chemical agents; (2) the non-routine use of restraints (i.e. use of restraints for purposes other than routine purposes such as handcuffing inmates for transport); (3) the use of deadly force; (4) any physical contact with an inmate initiated by a staff member for the purpose of controlling the inmate's movement or behavior, provided, however, that the simple placement of an employee's hands on an inmate shall not constitute a use of force; (5) the use of any weapon (firearm, baton, etc.) even where no contact results (*e.g.* discharge of a firearm) provided, however, that threatening to use a weapon by waving or brandishing it shall not constitute a use of force; and (6) any of the above conduct used by inmates or other individuals against an inmate at the request or direction of correctional staff. The polices and procedures shall provide that (1) correctional staff may use physical force only when necessary and legally permissible; (2) correctional staff must make efforts to resolve inmate misconduct without the use of force, and if force is necessary, to utilize control techniques intended to minimize injuries to both inmates and staff; (3) the amount of force to be used is only the amount necessary to restrain the inmate or bring the situation under control; (4) physical force shall not be used as punishment, discipline, or retaliation against an inmate; (5) use of force shall not be used against an inmate because of the crime committed or alleged to have been committed by the inmate; (6) correctional staff are required to use a graduated response to inmate misconduct except where it would be dangerous or impracticable to do so; (7) K-9 units may be used for drug detection, cell searches, crowd control or escapes, but shall not be used in routine cell extractions or in routine security situations; and (8) the use of excessive or unnecessary force, or failure to properly report same, will not be tolerated and will result in administrative

disciplinary action. In addition, when the facts warrant, the unlawful or excessive use of force will be referred for criminal prosecution.

69. The revised policies and procedures shall specifically allow the use of force to maintain order and discipline only in the following situations: (1) inmate attempting suicide or self-mutilation; (2) inmate engaging in destruction of valuable county property; (3) inmate engaging in injurious assault of another person; (4) inmate engaging in conduct that constitutes a threat of serious physical harm to another person; (5) inmate in the possession of a weapon; (6) inmate in the process of escaping; (7) correctional staff acting in self-defense, if the staff member cannot maintain a safe distance in complete safety without compromising security; (8) enforcement of institutional regulations in order to temporarily isolate or otherwise confine or secure an inmate where lesser means have proven ineffective; (9) prevention of a serious or violent crime or apprehension of an inmate who has committed such a crime; (10) quelling riots; (11) inmate disobeying an order where that disobedience is likely to cause serious bodily injury or threatens to escalate into a general disturbance; and (12) inmate engaged in conduct that causes a reasonable person to believe that the inmate is about to commit any offense listed in this paragraph.

70. The revised policies and procedures shall prohibit the use of force: (1) where the inmate is engaged in verbal outbursts or verbal abuse of staff members, unless such verbal outburst is likely to incite a general disturbance which may cause injury to inmates, staff or visitors; (2) where the inmate is destroying his or her own property; (3) where the inmate is engaged in destruction of county property of insubstantial value; (4) to punish or retaliate against an inmate; (5) to discipline an inmate for failing to obey an order; (6) after an inmate has ceased to offer resistance warranting an initial use of force; and (7) where an inmate is restrained in a mechanical device, unless such force is the only available means of preventing serious physical injury to the inmate, staff or others.

71. NCCC shall not extract an inmate from his cell ("cell extraction") unless necessary for the security, health and safety of inmates and staff. Force shall not be used in such situations unless the conduct is such that it is threatening the safety, security, health and safety of inmates and staff and all graduated responses to such conduct have been exhausted, or are deemed infeasible or impracticable.

72. The revised policies and procedures shall prohibit the use of the following types of use of force: (1) employing a lateral neck restraint or choke hold; (2) intentionally causing an inmate to collide with or hit against a wall, floor or other object; (3) inappropriate use of otherwise appropriate weaponry or mechanical devices; and (4) striking an inmate with institutional equipment, including, but not limited to, keys, handcuffs and flashlights, except when there is no practical alternative to prevent imminent serious physical injury to staff, visitors or inmates. The revised policies and procedures shall emphasize that unless there is no practical alternative to prevent imminent physical injury to staff, visitors or inmates, kicks and blows to vital body parts (i.e., all parts of the head, solar plexis, groin, back of the neck, kidney and tailbone) shall be avoided, even when force is justified.

73. The revised policies and procedures shall establish a use of force continuum that includes, at a

minimum, the following categories of graduated responses and detailed procedures relating to the application of each type of response: (1) dialogue; (2) verbal commands; (3) non-impact, soft or passive control techniques; (4) chemical agents; (5) mechanical devices, such as electronic immobilization devices; (6) physical restraints; (7) impact weapons; (8) impact strikes; and (9) lethal force and dangerous weapons. NCCC shall develop and/or implement specific policies and procedures governing each type of force (e.g., chemical agents, mechanical devices, etc.) The use of force policy shall reference all policies and procedures governing each type of force. All policies and procedures relating to types of force shall be submitted to DOJ for its review in accordance with Section IV, paragraphs 121-123.

74. The revised policies and procedures shall require correctional staff to notify his/her superior officer, who shall thereafter notify the Tour Commander, prior to using force, absent circumstances in which an immediate resort to the use of force is necessary. Such planned uses of force shall be under the direction of the Tour Commander and shall be videotaped. The revised policies and procedures shall provide that any correctional staff member using force without first notifying the Tour Commander must explain in detail why such notification was impracticable, describing with specificity the immediate threat of serious bodily injury to inmate(s), staff or visitor(s); immediate threat of inmate escape; or immediate threat of destruction of valuable property which preceded the use of force. The correctional staff member must describe the type of force used and why such force was necessary, and if the force used included or consisted of kicks and blows to the body (particularly to any vital body part), the correctional staff member shall explain why there were no alternatives to prevent serious imminent physical injury to staff, visitors or inmates. Upon a staff member's failure to follow the NCCC use of force policy, NCCC shall take appropriate action, which may include, but is not limited to, counseling, retraining, disciplinary action or referral to the District Attorney for criminal prosecution.

#### **D. Videotaping**

75. NCCC shall maintain sufficient hand-held video equipment to record all planned uses of force and sufficient equipment for investigators and supervisors to view such videotapes. The Deputy Undersheriff of Operations shall be responsible for ensuring that videotape equipment is properly maintained. NCCC shall develop and implement policies and procedures for recording all planned uses of force to the extent practicable; for training personnel assigned to film uses of force in the use and maintenance of such equipment; for disciplining staff who fail to videotape incidents as required; for disciplining staff who tamper with the videotape machines or tapes; and for reviewing regularly the tapes. NCCC shall maintain the used tapes for three years to ensure that evidence is not destroyed or lost. No tapes containing relevant evidence shall be destroyed during the pendency of any civil, criminal, or administrative investigation, prosecution, or litigation.

#### **E. Reporting, Medical Examinations and Preservation of Evidence**

76. Unless the Tour Commander has been notified of a use of force pursuant to paragraph 74, the sergeant who is responsible for supervising the area where a use of force incident occurred shall page



and notify the Tour Commander of the incident within thirty (30) minutes of the use of force. Upon receiving such notice, or when the incident has ended, the Tour Commander shall report all known facts to the Core Control Desk, i.e., the control center for the security staff on duty in the core facility. The Core Control Desk shall have the Undersheriff and/or Deputy Undersheriff responsible for investigations, or designee, paged and notified of the incident within sixty (60) minutes of notice of the incident. NCCC shall develop and implement a form for the contemporaneous recording of all notifications required in this paragraph.

77. NCCC shall continue to require each correctional staff member involved in a use of force and each staff member who witnessed the use of force to complete a use of force report form, unless the staff member is incapacitated, in which case, he/she shall produce the report as soon as practicable, but no later than the staff member's completion of his/her first tour of duty upon resuming his/her duties. NCCC shall develop and implement policies and procedures requiring reports to be completed prior to the staff's member completion of his/her tour, and before the staff member leaves the facility, independently, based on the reporter's personal knowledge, without collusion with any other witness and without use of conclusory phrases (*e.g.*, "only the minimum and necessary amount of force was used").

78. NCCC shall develop and implement a revised use of force reporting form that (1) requires a detailed and descriptive account of the incident based on the reporter's first hand observation and knowledge and (2) includes spaces for relevant standardized information such as the name and badge number of involved staff, the location of the incident; a description of the inmate's conduct that precipitated the use of force; a description of the actions of all other individuals observed by the reporter; a description of the verbal persuasion or warning preceding the use of force and the inmate's response; whether the Tour Commander was notified prior to the use of force, and if not, an explanation for the failure to do so; whether the use of force was videotaped; whether the inmate was armed, and if so, the type of arms; whether injuries were sustained, and by whom; whether control holds were employed; the specific type of force that was used; whether chemical spray or any other force or restraint device was used; the time that medical staff examined the inmate and staff; and the names of all inmate and staff witnesses.

79. NCCC shall develop and implement policies and procedures that require the Tour Commanders to assign a "designated sergeant" to review the use of force reports. The sergeant responsible for supervising the area where the use of force incident occurred shall be so designated unless he/she authorized, witnessed, or participated in the use of force incident. In such cases, the Tour Commander shall assign another sergeant on duty to review the reports. The designated sergeant shall review the report for completeness and accuracy. If the designated sergeant determines that the report(s) is not complete or accurate, the sergeant will direct the writer of the report to submit an addendum to the report. The designated sergeant shall review the use of force report within four (4) hours of receipt and shall forward it, and any addendum, to the Tour Commander.

80. The designated sergeant shall conduct an initial investigation of the use of force which shall include interviews of staff and inmates. During this review, the designated sergeant shall take appropriate steps to ensure that physical evidence subject to destruction or loss or medical evidence

subject to change is or has been investigated. The NCCC shall develop and implement a reporting form to be completed by the designated sergeant. The form shall be provided to DOJ for review and input in accordance with the time frames set forth below. The designated sergeant shall complete and forward the report to the Tour Commander.

81. In addition to filing the required reports, participants and witnesses to a use of force who believe that they observed a violation of institutional policy shall be required to timely report this information directly to the Sheriff's Bureau of Investigations ("SBI"), either orally or by separate memorandum.

82. Staff claiming injury shall be provided an opportunity to be examined and treated by NCCC medical staff. The use of force form shall describe such examination and treatment, if any.

83. Immediately after a use of force, staff who neither participated in, nor witnessed the incident shall escort the inmate who was the subject of such force to the medical unit (or NUMC) for examination by medical staff and for appropriate medical treatment except in those situations requiring employment of the Sheriff's Emergency Response Team ("SERT") where member of the SERT team shall escort the inmate to the medical unit (or NUMC).

84. NCCC shall develop and implement written policies and procedures for investigating and tracking injuries to inmates. Such procedures shall include, at a minimum, requirements that designated correctional personnel: review each such injury report; interview inmates who refuse or are unable to sign the section of the form describing the cause of the injury; conduct full investigation where an inmate's injuries are inconsistent with the claimed basis for the injury; and conduct full investigation where the reporting correctional staff member is one whose name is reported on the quarterly report described in paragraph 107.

85. NCCC shall require medical personnel to record all injuries and report suspicious injuries (*e.g.*, unexplained, serious or multiple injuries to an inmate; injuries resulting in the inmate being hospitalized and injuries involving the inmate's head or genital areas; body welts) directly to the Sheriff or his designee. In such instances, the Sheriff or his designee shall take prompt steps to document the injury through photographic or recording devices. NCCC shall maintain enough working cameras to record such injuries, and shall identify and preserve all such evidence as part of the investigative package, *i.e.*, all reports and evidence.

86. Immediately following a use of force, the Tour Commander shall ensure that all relevant evidence, including weapons and contraband, is collected, tagged, identified and stored, and that, where necessary, the scene of the incident is photographed. All evidence relating to the incident shall be properly stored and preserved for three (3) years.

87. The Tour Commander will review all use of force reports, including the videotape, if the incident was recorded. The Tour Commander will submit a use of force report to the appropriate captain.

The captain will review the use of force reports and record his or her conclusions or recommendations on a form to be forwarded to the appropriate Deputy Undersheriff and the SBI within seven (7) business days of the incident.

88. The Deputy Undersheriff for Investigations or his designee shall conduct an initial review of each report within twenty-four (24) hours of receipt to ensure thoroughness and completeness. The Deputy Undersheriff for Investigations shall direct the report's author(s) to promptly complete incomplete reports, or shall conduct an interview and note the party's responses where clarification or additional information is needed. SBI shall maintain all versions of the report. During this review, the Deputy Undersheriff for Investigations or his designee shall take appropriate steps to ensure that physical evidence subject to destruction or loss or medical evidence subject to change is or has been investigated and to check the possible discharge dates of inmate witnesses to ensure that such witnesses are interviewed timely.

89. NCCC shall develop and implement policies and procedures for promptly removing staff from contact posts, where appropriate, following a use of force incident which indicates that the use of force may have been excessive or unnecessary.

90. A committee including the Deputy Undersheriff for Investigations, the Deputy Undersheriff for Security, the Deputy Undersheriff for Operations, the Sheriff or his designee, a representative from the Training Academy and a representative of the medical staff, when indicated, shall review all use of force reports on a monthly basis. The committee shall (1) write a report of each review; (2) timely refer all suspicious use of force reports to the SBI for investigation including, but not limited to, incidents involving unexplained, serious or multiple injuries to an inmate; incidents resulting in the inmate being hospitalized and incidents involving impact strikes to the inmate's head or genital areas; and (3) for any use of force not compliant with policy, recommend taking appropriate steps to impose discipline, training, or other remedial measures.

## **F. Investigations**

91. SBI shall review all use of force investigative packages to determine whether further investigation by SBI is necessary. NCCC shall develop and implement reasonable criteria by which SBI shall make this determination, including, but not limited to, whether the use of force: (1) suggests a possible violation of NCCC policy; (2) involved staff who have been disciplined or are or have been the subject of any disciplinary, criminal or civil proceedings based on an alleged use of excessive force or failure to properly report such incidents or, have previously had two or more complaints of unnecessary or excessive use of force filed against them; (3) involved an inmate charged with or convicted of a sex crime or crimes against law enforcement personnel or children; (4) involved retaliation against an inmate who previously filed a use of force complaint; (5) involved kicks, strikes or blows to the head or other vital areas of an inmate's body; and (6) involved injuries to an inmate that are inconsistent with the claimed basis for the injury. Where SBI determines that no further investigation is necessary, it shall set forth the reason(s) for that decision in writing. To the extent that SBI determines that any investigation

reveals issues that should be addressed through additional training or otherwise, it shall make appropriate referrals of the matter to NCCC supervisory and/or training staff. Notwithstanding the foregoing, SBI shall investigate all allegations of unnecessary or excessive use of force: (1) reported to SBI by inmates or third parties that were not previously reported to the facility; (2) found to be substantiated by the investigating Sergeant or Tour Commander; and (3) referred to SBI by the committee described in paragraph 90.

92. SBI shall review all grievances alleging unnecessary or excessive force and transmit such grievances to the appropriate correctional staff, *e.g.*, supervisory sergeant or Tour Commander, for investigation. The investigation shall be conducted pursuant to the procedure set forth in paragraph 80, including, but not limited to, the assignment of an uninvolved sergeant to conduct the investigation. SBI shall thereafter review the investigatory package generated from the grievance in accordance with the procedure set forth in paragraph 91.

93. All SBI investigations of the use of unnecessary or excessive force shall be completed within sixty (60) days. The basis for any delays exceeding sixty (60) days shall be documented. The Undersheriff for Investigations shall maintain records tracking the timing of investigations.

94. SBI shall interview all staff and inmate participants and witnesses. Exceptions to this requirement shall be contained in a detailed written protocol established by the NCCC and the Nassau County District Attorney's Office. If the matter becomes the subject of a criminal investigation SBI shall interview the correctional staff member(s) within ten (10) working days of notification of the closing of the criminal investigation and shall gather all non-grand jury evidence collected or obtained during the District Attorney's investigation.

95. SBI shall produce explicit and comprehensive findings as to each use of force investigation initiated pursuant to paragraph 91, resolving, when possible, disputed matters with reference to particular evidence in the investigative file.

96. All "Injury to Inmate" forms shall be reviewed by SBI to determine whether investigation is necessary in accordance with the policies and procedures set forth in paragraph 91 of this Agreement.

97. Within sixty (60) days after the execution of this Agreement, NCCC shall provide DOJ with a list and description of its pending investigations regarding use of unnecessary or excessive force identifying which cases have been pending for more than sixty (60) days ("backlogged matters"). NCCC shall make good faith efforts to resolve all backlogged matters within ninety (90) days of the completion of this Agreement.

## **G. Investigators' Training and Procedures**

98. NCCC shall staff the SBI with sufficient personnel to complete the responsibilities outlined in this Agreement. NCCC shall use its best efforts to assign staff to SBI who volunteer for such posts.

NCCC shall use its best efforts to assure that a minimum of forty (40) hours of specialized training in investigations shall be provided to all current SBI investigators within sixty (60) days of the execution of this Agreement and to all future SBI investigators within thirty (30) days of assignment to the post, unless impracticable.

99. NCCC shall develop and implement written procedures outlining steps and methods for investigating allegations of improper uses of force. Such procedures shall include: timetables for conducting investigations; procedures for interviewing witnesses; procedures for evaluating physical, medical and witness testimony; requirements for utilizing medical and other experts; procedures for utilizing the data base described in this Agreement; witness and evidence checklists and a format for reporting the results of investigation. Among other things, the procedures shall provide that special weight shall not be given to information from witnesses because of their status as inmates or staff. The procedures shall be provided to DOJ for its review and approval in accordance with the procedures and time frames set forth below in Section IV, paragraphs 121 and 123.

100. Where appropriate or necessary, SBI shall work with experts to evaluate forensic and medical evidence.

101. Based upon the information obtained or provided to the Sheriff in compliance with the requirements set forth in paragraphs 59 and 60, SBI shall determine whether a staff member who is the subject of an unnecessary or excessive use of force investigation was arrested, convicted or pled guilty or nolo contendere to any felony or misdemeanor charge, or the issuance of any order of protection or whether that individual has been the subject of any judgment, civil adjudication or settlement of actions filed pursuant to 42 U.S.C. § 1983 or the subject of any settlement or adjudicated administrative determination by the Suffolk County Commission of Human Rights, Nassau County Commission of Human Rights, New York State Division of Human Rights and/or Equal Employment Opportunity Commissions.

102. NCCC shall develop and implement written policies and procedures for maintaining and completing logbooks to ensure that they are accurate, complete and sufficiently descriptive. Such policies and procedures shall require that staff log injuries to inmates, accidents, unusual incidents, and accurately record which staff members are on duty.

103. SBI shall develop and implement procedures to identify possible complaints of alleged staff retaliation against inmates who have filed use of force complaints. Such procedures shall include reviewing regularly inmate disciplinary forms, inmate grievances and complaints filed by staff with the Nassau County District Attorney alleging criminal conduct by inmates reportedly resulting in injury to staff. SBI shall take appropriate steps to input such data in the computerized data base referred to in paragraph 104, or in another trackable data base.

104. SBI shall develop and implement a comprehensive and up to date computerized data base tracking complaints, grievances, incident reports, civil litigations, criminal prosecutions, and notices of

claim involving the use of force, inaccurate reporting of use of force or failure to report use of force, whether substantiated or not. The data base shall also include complaints and grievances alleging bias against inmates based on gender, race, religion, age, ethnicity, sexual orientation, national origin or disability. The data base shall include the dates the investigation was commenced and completed, the names of assigned investigators, the date, outcome of the investigation, time and location of incidents, names and identification numbers of all witnesses and participants, names of supervisors on duty, injuries to staff or inmates, type of force used, reason given by staff for use of force, experts utilized, discipline and informal management responses to reported allegations. The data base shall also include injuries to inmates reported as slips and falls, or collisions with doors, walls or cell gates. The data base shall also include injuries to inmates charged with or convicted of sex crimes or crimes against law enforcement personnel or children. The data base shall be searchable by any of the elements included. Investigators, management and personnel officers shall have access to this data base. NCCC shall make diligent efforts to include in the computerized data base information from January 1997 forward and shall document its efforts to obtain such information.

## **H. Discipline and Management Responses**

105. NCCC shall discipline appropriately any correctional staff found to have (1) engaged in use of unnecessary or excessive force; (2) failed to report or report accurately the use of force; (3) retaliated against an inmate or other staff member for reporting the use of excessive force; or (4) interfered or failed to cooperate with an investigation regarding use of force.

106. NCCC shall utilize informal management responses to address unacceptable staff behavior (*e. g.*, making gratuitous remarks to inmates or goading inmates) which does not warrant the imposition of penalties referred to in paragraph 110 including counseling, increased supervision, referral to an employee assistance program, additional training or reassignment to different posts. To address conduct described in paragraph 105, defendants shall impose penalties referred to in paragraph 110 and shall consider utilizing informal management responses described in this paragraph.

107. Using the data base described in paragraph 104, NCCC shall track and monitor allegations regarding use of force by staff. At least quarterly, NCCC shall search the data base. All staff who are shown in a quarterly review to have been the participant in more than two (2) use of force or improper reporting allegations within the past five (5) years shall be the subject of a management review. Informal management responses shall be taken with regard to such staff, if appropriate. Quarterly reviews and all action taken pursuant to this provision shall be documented.

108. In connection with staff promotions, the Sheriff will consider all items in staff personnel files and in all records maintained by the Nassau County Sheriff's Department.

109. The committee described in paragraph 90 shall review on a quarterly basis the quarterly reviews described in paragraph 107, shall discuss substantiated uses of excessive force, and shall make recommendations, if appropriate, concerning modifications in policy, training, discipline, or other

remedial measures.

110. NCCC shall develop and implement guidelines for the imposition of discipline. Such guidelines shall set forth the type of discipline (i.e. fine; reprimand; denial of the next year's increment; loss of leave entitlement; suspension without pay; demotion in grade and/or step; dismissal) to be imposed for violations of the policies and procedures established pursuant to this Agreement, and if applicable, the duration and/or amount of such discipline, not inconsistent with New York State Civil Service Law and any applicable collective bargaining agreement(s).

### **I. Inmate Education and Inmate Reporting**

111. NCCC shall permit inmates to report allegations of the use of excessive force orally, through grievance forms (which shall be available in all housing units at all times without the need to request one from a staff member) or letters which may be submitted to any staff member or placed in the mail. NCCC shall provide a secure and confidential method for delivery of such grievances or letters such as a secure lockbox in an area accessible to inmates. NCCC shall notify inmates of receipt of their grievances or letters in writing.

112. As part of inmates' orientation process, NCCC shall provide inmates with an inmate handbook which includes (1) a statement that NCCC prohibits use of excessive force by correctional staff; (2) a general description of when and how force may be used, including the use of chemical agents; (3) a description of how to report the excessive use of force, including when, how, and to whom it should be reported; (4) a statement that NCCC prohibits retaliation for reporting the use of excessive force; (5) an explanation of staff members' duty to report the use of excessive force; and (6) procedures for sick call and for obtaining mental health, dental, and substance abuse treatment. Such materials shall be available in English, Spanish, and Braille and shall be distributed to all current inmates. The handbook shall be subject to DOJ review and approval in accordance with the procedures and time frames set forth below in Section IV, paragraphs 121-123. NCCC shall add to the orientation video shown to incoming inmates the information described in this paragraph. To the extent practicable, the video shall be available in the above languages and with closed captioning.

113. NCCC shall post and maintain in all living areas and in other areas in which inmates spend significant time (such as library and recreation), visible posters in English and Spanish setting forth the procedures and telephone numbers for reporting complaints. This information shall be available in Braille to blind inmates.

114. A summary of this Agreement shall be created by the Joint Expert, reviewed by the parties and made available to inmates in the law library.

### **J. Quality Assurance**

115. The Deputy Undersheriff for Investigations shall report on a bi-weekly basis to the Sheriff

regarding SBI's work, including the timeliness of investigations, findings and patterns.

116. NCCC shall develop policies and procedures for conducting periodic, confidential, random interviews of inmates regarding conditions of confinement, including provision of medical and mental health care and the use of force. Inmates shall be advised that participation is voluntary and that they will not be subject to retaliation for information provided. All information shall be recorded and maintained.

117. NCCC shall develop written quality assurance policies and procedures to ensure complete, effective, and unbiased investigations and to regularly assess compliance with the terms of this Agreement pertaining to use of force and investigations.

#### **IV. Compliance**

118. Upon execution of this Settlement Agreement, the United States shall file a Complaint in District Court contemporaneously with the parties' joint motion for entry of an Order conditionally dismissing the action, pursuant to Fed. R. Civ. P. 41(a)(2), conditioned upon NCCC achieving substantial compliance with its terms. This Settlement Agreement shall be attached to such motion. The motion will request that the case be placed on the Court's inactive docket, though the Court shall retain jurisdiction over the case until a final dismissal.

119. "Substantial Compliance" with the terms of the Settlement Agreement shall fully satisfy the Settlement Agreement.

120. DOJ shall have reasonable access to NCCC inmates and staff, NCCC documents and information relating to implementation of this Settlement Agreement for the purpose of monitoring the implementation of this Agreement.

121. All written policies and procedures relating to the use of force required under this Agreement to be reviewed and/or approved by DOJ shall be submitted to DOJ and an expert to be agreed upon by DOJ and NCCC (the "Joint Expert") within ninety (90) days of the execution of this Agreement.

122. All written policies and procedures relating to medical care required under this Agreement to be approved by DOJ shall be submitted to DOJ within ninety (90) days of the execution of this Agreement. DOJ shall notify NCCC in writing as to whether it approves the revised policies and procedures.

123. In the event that DOJ or the joint expert do not approve policies and procedures required to be approved pursuant to the terms of this Agreement, the parties will agree to a schedule for NCCC to submit revisions for appropriate approval.

124. NCCC shall implement policies and procedures approved by DOJ within forty-five (45) days



of approval.

125. Upon fifteen (15) days notice, NCCC shall provide DOJ and the Joint Expert with any documentation requested that is not subject to the attorney-client privilege. The Joint Expert and representatives for DOJ, including its experts, shall conduct an initial on-site compliance monitoring tour: i) regarding medical issues approximately four months after execution of this Agreement; and ii) regarding use of force issues approximately six (6) months after execution of this Agreement. The duration of the on-site compliance monitoring shall be determined by DOJ. NCCC shall provide the Joint Expert and DOJ with reasonable access to inmates and staff, NCCC and NUMC documents, and information relating to implementation of this Settlement Agreement.

126. Within twelve (12) months after execution of this Agreement, DOJ shall conduct a second on-site compliance monitoring tour of NCCC.

127. DOJ shall conduct a third on-site compliance monitoring tour of NCCC to evaluate NCCC's compliance with this Agreement approximately twenty-four (24) months after execution of this Agreement. Upon the reasonable request of DOJ or the Joint Expert, NCCC shall permit site visits on a more frequent basis than set forth in Paragraphs 125 through 127. If NCCC has substantially complied with the Settlement Agreement, DOJ and NCCC will file a joint motion to dismiss the case.

128. If DOJ determines that NCCC has not substantially complied with this Agreement, the United States may file a motion to restore the case to the Court's active docket for purposes of litigating the allegations in the Complaint.

129. The United States reserves the right to file a motion to restore this case to the Court's active docket for purposes of litigating the allegations in the Complaint at any time if it believes NCCC is not making a good faith effort to substantially comply with the Settlement Agreement. The United States shall give NCCC fourteen (14) calendar days' written notice before the filing of such motion.

130. In the event that the allegations in the underlying complaint are litigated (i.e. through a trial or dispositive motions), this Settlement Agreement shall not be introduced or used as evidence.

131. This Agreement shall be binding on all successors, assignees, employees, and all those working for or on behalf of the defendants to this action.

132. Notice under this agreement shall be provided by Federal Express overnight delivery and shall be provided to the Sheriff of Nassau County and to NCCC's counsel as designated by written notice to DOJ.

For the United States

ALAN VINEGRAD

United States Attorney  
Eastern District of  
New York

SANFORD M. COHEN  
Chief, Civil Rights  
Litigation

MARLA TEPPER  
PAMELA CHEN  
Assistant U.S. Attorneys  
U.S. Attorney's Office  
Eastern District of  
New York  
147 Pierrepont Plaza  
Brooklyn, New York 11201

RALPH F. BOYD, JR.  
Assistant Attorney General  
Civil Rights Division

STEVEN H. ROSENBAUM  
Chief  
Special Litigation Section

MELLIE H. NELSON  
Deputy Chief  
DANA SHOENBERG  
Trial Attorney  
U.S. Department of Justice  
Civil Rights Division  
Special Litigation Section  
P.O. Box 66400  
Washington, D.C. 20035-6400

For Nassau County

THOMAS GULOTTA  
Nassau County Executive

ALFRED F. SAMENGA  
Nassau County Attorney

**EDWARD REILLY**  
Sheriff of Nassau County

**ATTACHMENT C  
LIST OF SPECIALTY CLINICS**

CLINICS	2011	2012	2013	2014	2015
ALLERGY	0	0	0		1
ARTHRITIS	1	1	0	6	4
ASTHMA/PFT	0	0	0		
BIOPSY	13	1	0		
BREAST	5	2	4	2	
BURN	0	7	1		4
CARDIAC	53	19	55	46	14
CATSCAN	24	11	16	11	4
DERM	0	0	0		
DIABETIC	0	0	0		
DYSPLASIA	8	6	4		
EEG	2	0	0		
EMG	5	0	1	2	1
ENDO	13	7	6	6	1
ENT	42	13	24	19	7
EYE	132	32	74	45	33
FAMILY PLANNING	0	0	0	1	
FNA	0	0	0		
GI MED	89	10	23	20	13
HAND	85	17	23	11	14
HEAD & NECK	0	0	0		1
HEMATOLOGY/ONCOLOGY	19	20	46	12	4
HOSPITAL PROCEDURE/PRE-OP	39	15	13	14	19
IDC	69	1	1	1	1
LIVER/LUPUS	45	1	9	2	
MAMMO	4	10	8	1	3
NEURO/NEURO SEIZURE	35	11	34	15	12
NUC MED	3	0	10	3	8
OB/NOB/GYN	17	3	0		
ORAL SURGERY	55	22	18	15	12
ORTHO (SPORTS, FX)	99	15	22	37	31
PLASTICS	27	6	3	5	3
PROCTOLOGY	9	0	1	1	
PULMONARY	9	4	7	2	
PVD	8	0	0		
RADIATION THERAPY	0	0	23	13	2
REHAB	89	0	5	2	
RENAL	6	5	11	14	
SAME DAY CARE	272	142	133	158	142
SPECIAL (BARIUM GI SERIES, MRI)	26	9	27	20	19
SPEECH & HEARING	2	1	4	4	1
SURGERY	39	10	10	30	12
THERAPY (PHYSICAL/OCCUPATIONAL	231	0	4		
TRAUMA	6	2	1	6	
ULTRASOUND	39	1	4	21	32
UROLOGY (GU)	56	11	18	27	9
VASCULAR					4
WOUND CARE	3	7	1	6	
PODIATRY	4	15	23	2	4
<b>TOTALS</b>	<b>1698</b>	<b>466</b>	<b>699</b>	<b>609</b>	<b>445</b>

**APPENDIX A  
COST PROPOSAL**

**Proposed Cost Breakdown**

1. Please provide a cost breakdown of your Proposal in accordance with the Financial Goals outlined in Section E.3. of this RFP. The Cost Proposal must be submitted in a separately sealed envelope within the package/envelope containing the proposal, with the envelope that identifies the RFP and is marked "Cost Proposal."

The undersigned hereby certifies his or her compliance with the following:

**"NON-COLLUSIVE PROPOSAL CERTIFICATION"**

By submission of this Proposal, each Proposer and each person signing on behalf of any other Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
4. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

**SUBMITTED BY:** \_\_\_\_\_  
(Signature)

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPENDIX B**

**Business History Form**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is “none” or “not-applicable.” No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: \_\_\_\_\_

1) Proposer’s Legal Name: \_\_\_\_\_

2) Address of Place of Business: \_\_\_\_\_

List all other business addresses used within last five years:

\_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Phone : \_\_\_\_\_

Does the business own or rent its facilities? \_\_\_\_\_

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a (check one):  Sole Proprietorship  Partnership  Corporation  Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes  No  If Yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

8) Does this business control one or more other businesses? Yes  No  If Yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes \_\_\_ No \_\_\_ If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No \_\_\_ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_  
\_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No \_\_\_ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_  
\_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_ No \_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_ No \_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_  
\_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_  
\_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_  
\_\_\_\_\_



d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_  
\_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_  
\_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No \_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_ No \_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_  
\_\_\_\_\_

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_  
\_\_\_\_\_

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

\_\_\_\_\_  
\_\_\_\_\_

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

\_\_\_\_\_  
\_\_\_\_\_

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_



**APPENDIX C**  
**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name \_\_\_\_\_  
Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO \_\_\_ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO \_\_\_ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO \_\_\_; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_ NO \_\_\_ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_\_\_ NO \_\_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO \_\_\_ If Yes, provide details for each such conviction.

- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, \_\_\_\_\_, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this      day of                      20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of submitting business

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date



## APPENDIX D

### STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

**1. Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**2. No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

**3. Compliance with Law.** (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. (i) Contractor understands that inmate records belong to the County. Contractor shall manage inmate medical files while serving as the inmate health care provider. In so managing this information, Contractor shall protect all patient health information as required by applicable local, state and federal law. Nothing herein shall be construed as prohibiting disclosure of inmate records created and/or maintained by Contractor pursuant to this Agreement to the County and/or Department. (ii) Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of services pursuant to this Agreement that pertains to construction, devices, procedures and policies utilized and/or implemented by the Department for the purpose of maintaining security of its premises, and/or for the purpose of ensuring safe and secure custody of all inmates remanded to the custody of the Department; and any other information otherwise protected from disclosure pursuant to local, state and/or federal law.

**4. Minimum Service Standards.** Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Contractor shall conduct background investigations on potential employees, including fingerprinting, at Contractor's own expense. Contractor agrees not to employ any person, in connection with this Agreement, who: has a felony conviction; a misdemeanor conviction, ten years old or less, involving violence, dishonesty, marijuana or controlled substances; is on parole; has pending criminal charges; or is on probation for a felony conviction or a misdemeanor as described herein.

**5. Indemnification; Defense; Cooperation.**

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

## **6. Insurance.**

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

## **7. Assignment; Amendment; Waiver; Subcontracting.**

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

## **8. Work Performance Liability.**

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**9. Termination.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

**10. Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**11. Limitations on Actions and Special Proceedings Against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**12. Consent to Jurisdiction and Venue; Governing Law**. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

**13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction**.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

**14. Administrative Service Charge**. The Contractor agrees to pay the County an administrative service charge of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

Value of contract:  
\$0 - \$5,000

Administrative fee:  
\$0

\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

**15. Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the

Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
  - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
  - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the



Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules (“CPLR”).

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term “Best Efforts Checklist” shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L  
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has \_\_\_\_\_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has \_\_\_\_\_ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_

---

---

---

---

---

---

---

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

\_\_\_\_\_  
Dated  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
**Notary Public**

**APPENDIX E**

COUNTY OF NASSAU

CONSULTANT’S, CONTRACTOR’S AND VENDOR’S DISCLOSURE FORM

1. Name of the Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

2. Entity’s Vendor Identification Number: \_\_\_\_\_

3. Type of Business:  Public Corp  Partnership  Joint Venture

Ltd. Liability Co  Closely Held Corp \_\_\_\_\_ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

---

---

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

---

---

---

---

---

---

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

---

---

---

---

---

---

---

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

---

---

---

---

8. **VERIFICATION:** This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## **APPENDIX F**

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term “lobbyist” means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

---

---

---

---

---

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

---

---

---

---

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

---

---

---

---

---

---

---

---

---

---

---

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

---

---

---

---

---

---

---

---

---

---

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

---

---

---

---

---

---

---

---

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

---

---

---

---

I understand that copies of this form will be sent to the Nassau County Department of Information Technology (“IT”) to be posted on the County’s website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether

or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.