



E-134-17

**Contract Details**SERVICES: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC17000002

NIFS Entry Date: 5-12-17Term: 6/1/17 - 8/31/17

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment #3 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Armor Correctional Health Services of NY, Inc.	Vendor ID# 611642662-01
Address  4900 S.W. 72 <sup>nd</sup> Ave. Suite 400 Miami, FL 33155	Contact Person  Karen Davies, V.P.
	Phone  (954) 649-3043

County Department
Department Contact Narda Hall
Address  Nassau County Correctional Center 100 Carmen Ave. East Meadow, New York 11554
Phone  (516) 572-3810

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
5/12/17	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/12/17	[Signature]	
5/12/17	OMB	NIFS Approval	5/12/17	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/15/17	County Attorney	CA RE&I Verification	5/15/17	[Signature]	
5/15/17	County Attorney	CA Approval as to form	5/15/17	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval			
	County Comptroller	NIFS Approval			
5/15/17	County Executive	Notarization Filed with Clerk of the Leg.	5/15/17	[Signature]	



## Contract Summary

**Description:** Amendment #3 to a contract for comprehensive inmate health care services.

**Purpose:** This is an amendment to an existing contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, pursuant to Section 14 (c) of the base contract. The term of the contract expires on May 31, 2017, and the County is in the process of transitioning the inmate medical services to the Nassau Health Care Corporation ("NuHealth"). This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor; and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to NuHealth without the interruption of services. As part of the amendment, and in consideration of the County's receipt of \$250,000 from the settlement of the NYS Attorney General Offices' lawsuit against Armor, the County releases Armor for performance indicator penalties.

Armor has brought a lawsuit against the County in Nassau County Supreme Court for a judicial declaration that Armor is not required to provide inmate health services beyond the scheduled termination date in the contract of May 31, 2017. The proposed amendment is anticipated to settle the litigation.

**Method of Procurement:** Please see procurement history below. The addition of three months to the term and the increase in compensation has been determined necessary for the transition of services to new vendor NuHealth.

**Procurement History:** With respect to the base contract, an RFP was published on July 30, 2009, with proposals due on Oct. 13, 2009. Six proposals were considered. The Contractor was found to be the most responsible and qualified bidder with the most reasonable costs by an evaluation committee consisting of representatives from County OMB, County DOH, County OMH, the Sheriff's Department, and the County Attorney's Office.

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** \$4,800,000 (\$1,500,000 for June; \$1,600,000 for July; and \$1,700,000 for August, over the three-month period of 6/1/17-8/31/17)

**Change in Contract from Prior Procurement:** Contract term will be extended, and base monthly compensation will be increased for a three-month transition period, as further detailed in Amendment 3.

**Recommendation:** Approve as submitted.



# Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	CL

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$4,800,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$4,800,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	CCGEN1320 DE524	\$4,800,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	<b>TOTAL</b>	<b>\$4,800,000.00</b>

Document Prepared By: **Kathleen Kelly**Date: **5/12/17**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>5/15/17</i>
Date	Date	(For Office Use Only)
		<b>E #:</b>



## Nassau County Interim Finance Authority

### Contract Approval Request Form

(As of March 2017)

1. Vendor: Armor Correctional Health Services of NY, Inc.

2. Dollar amount requiring NIFA approval: \$ \$4,800,000.00

Amount to be encumbered: \$ 4,800,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 6/1/2017-8/31/2017

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Contractor continuing services as amendment is sent through approvals.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Capital Improvement Fund (CAP)	Federal % <input type="text"/>
<input type="checkbox"/> Other	State % <input type="text"/>
	County % <u>100</u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ No  
If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment to an existing contract with Armor for comprehensive inmate health care services. This amendment is to (i) extend the term of the contract for an additional three-month period, to August 31, 2017; (ii) increase the base monthly compensation to be paid to Armor; and (iii) modify the offsite services and pharmacy services provisions, all in order to facilitate and enable the orderly transition of inmate medical services to the new vendor, NuHealth, without the interruption of services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

M. Bell for Roseann D'Alleva 5/12/2017  
Signature Title Date  
Maitea Worsham  
Print Name

---

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

---

Signature Title Date

---

Print Name

---

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

Payment is not guaranteed for any work commenced prior to this approval.

---

Signature Title Date

---

Print Name

---

**NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review. NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT, AND ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Armor Correctional Health Services of New York, Inc.

LINK TO:

## CURRENT YR BUDGET &amp; OBLIGATION SUMMARY

2:09 PM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 05 2017 MAY 2017

INDEX :

ORGANIZATION : CC10

CORRECTIONAL CENTER

CHARAC / OBJECT :

FDTP FUND SFND : GF GEN GEN

GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	SUBOBJ	DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
	DD419	MISCELLANE	618,429	618,429	477,524	140,905
	DD502	POSTAGE	29,965	29,965	12,000	17,965
	DE500	MISCELLANE	271,615	271,615	25,000	246,615
	DE508	SANITARY S	154,656	154,656		154,656
	DE510	CHAPLAINCY	154,532	154,532	71,472	83,060
	DE524	MEDICAL/PS	15,862,719	15,862,719	7,699,836	8,162,883
	DE531	RADIO & CO			76,574	-76,574
F1-HELP		F2-SELECT		F4-PRIOR	F5-NEXT	
F7-PRIOR PG		F8-NEXT PG	F9-LINK			
G012 - NEXT PAGE DISPLAYED						

FAML4010 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
DOCUMENT HEADER

05/12/2017  
12:05 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS  
ENTERED BY : KELLY, KATHLEEN 2-3810  
DOCUMENT NUMBER : CLCC17000002 INITIATING DEPT : CC  
INPUT PERIOD (MM YYYY) : 05 2017 MAY  
VENDOR NUMBER / SUFFIX : 611642662 01 APPROVAL TYPE : 01  
VENDOR NAME : ARMOR CORRECTIONAL HEALTH SERVICES OF NY  
VENDOR ADDRESS : 4960 SW 72ND AVENUE  
SUITE 400  
MIAMI FL 33155  
COUNTRY : USA  
ALPHA VENDOR : ARMOR CORRECTIONAL HEALTH  
BANK NUMBER :  
DUE DATE : TREAS NO :  
DOCUMENT AMOUNT : 4,800,000.00 SINGLE CHECK :  
NUMBER OF LINES : 1 CURRENCY CODE :  
TRANSACTION CODE HASH : RESPONSIBLE UNIT :  
TERMS : NOTEPAD (Y OR N) : N  
POSTING/EDIT ERRORS :  
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY  
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS  
GO08 - NEXT RECORD DISPLAYED



FAML4050 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

05/12/2017  
12:07 PM

DOCUMENT : CLCC17000002 - 02 INPUT PER: 05 2017 AMOUNT : 4,800,000.00

---

TRANS CODE : 107 CONTRACT ENCUMBRANCE INCREASE  
DOCUMENT REF : CQCC11000005 02  
TRANS DESC. : INMATE HEALTH CARE EXTENSION  
TRANS AMOUNT :  
INDEX :  
SUBOBJECT :  
UCODE/ORD#/DRC :  
GRANT :  
GRANT DETAIL :  
PROJECT :  
PROJECT DETAIL :  
START DATE :  
END DATE :

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	
G082 - RECORD REPLACED				

George Maragos  
Comptroller



**OFFICE OF THE COMPTROLLER**

240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Armor Correctional Health Services of New York, Inc.

**CONTRACTOR ADDRESS:** 4960 S.W. 72<sup>nd</sup> Ave., Suite 400, Miami, FL 33155

**FEDERAL TAX ID #:** 61-1642662

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on May 5, 2011, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Proposals was issued on July 30, 2009. Seven proposals were received and six evaluated (one proposer was disqualified). The evaluation committee consisted of representatives from OMB, DOH, OMH, the Sheriff's Department, and the County Attorney's Office. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

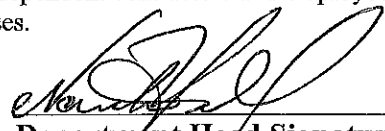
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
5/12/17  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
*Compt. form Pers./Prof. Services Contracts: Rev. 03/16*

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.

1. Principal Name Jose Armas

Date of birth       /      /      

Home address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Business address 4960 SW 72 Avenue, Suite 400

City/state/zip Miami, FL 33155

Telephone 305/662.8522

Other present address(es) \_\_\_\_\_

City/state/zip \_\_\_\_\_

Telephone \_\_\_\_\_

List of other addresses and telephone numbers attached

- President 1 0/1 1/1 4 Treasurer     /    /      
Chairman of Board     /    /     Shareholder     /    /      
Chief Exec. Officer     /    /     Secretary     /    /      
Chief Financial Officer     /    /     Partner     /    /      
Vice President     /    /                         /    /      
(Other)

- Rev. 3-2016

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 X NO \_\_\_\_  
If Yes, provide details. See attached

**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

Armor Correctional Health Services of NY, Inc  
Name of submitting business

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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



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.

1. Principal Name Bruce A. Teal

Date of birth       /      /      

Home address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Business address 4960 SW 72 Avenue, Suite 400

City/state/zip Miami, FL 33155

Telephone 305/662.8522

Other present address(es) \_\_\_\_\_

City/state/zip \_\_\_\_\_

Telephone \_\_\_\_\_

List of other addresses and telephone numbers attached \_\_\_\_\_

- President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer 1 0/1 1/1 4 Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other)

- 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 X;  
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 X NO \_\_\_\_  
If Yes, provide details. See attached

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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X 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 X 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 X 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 X 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 X 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 X NO \_\_\_\_ If Yes; provide details for each such investigation. New York State Attorney General
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 X 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 X 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, Bruce A. Teal, 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

Armor Correctional Health Services of NY, Inc  
Name of submitting business

Bruce A. Teal  
Print name

\_\_\_\_\_  
Signature

Chief Executive Officer  
Title

       /        /         
Date

## **Detail in Response to Principal Questionnaire #6**

In the past three years, Armor Correctional Health Services, Inc. has been awarded contracts for correctional healthcare services by the following entities:

- Lee County, FL
- Minnehaha County, SD
- Virginia Department of Corrections
- Osceola County, FL
- Volusia County, FL
- Lake County, IL
- Collier County, FL
- Jefferson County, FL
- Pamunkey Regional Jail, VA
- Weld County, CO
- Larimer County, CO

### **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: May 15, 2017

1) Proposer's Legal Name: Armor Correctional Health Services of NY, Inc.

2) Address of Place of Business: 4960 SW 72 Avenue, Suite 400, Miami, FL 33155

List all other business addresses used within last five years:

\_\_\_\_\_

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

Phone : 305/662.8522

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 47-2198762

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: \_\_\_\_\_  
Armor Correctional Health Services, Inc.

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 X No \_\_\_\_ If Yes, provide details. \_\_\_\_\_  
Armor Correctional Health Services, Inc.
- 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 X 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 X 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 X 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 X No \_\_\_\_ If Yes, provide details for each such investigation. \_\_\_\_\_  
New York State Attorney General
- 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 X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_\_ No X 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 X

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 X 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 X 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 X; 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 X 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.

No conflict exists

(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.

No conflict exists

(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.

No conflict exists

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.

Armor will contact the County should any potential conflict arise.



- 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.

*See attached*

- 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 \_\_\_\_\_

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.

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

Name of submitting business: Armor Correctional Health Services of New York, Inc.

Signature

Date        /        /

## **Attachment to Business History Form**

Armor Correctional Health Services of New York (ACNY) is an affiliated company of Armor Correctional Health Services, Inc., formed for the purpose of operating the contract at Nassau County Correctional Center.

ACNY was incorporated October 11, 2014 in the State of Florida. Dr. Jose Armas (4960 SW 72<sup>nd</sup> Ave, Suite 400, Miami, FL 33155) is the sole officer and sole stockholder. Annual revenues for 2016 were \$ 11,421,979 and we currently have 58 employees.

A copy of Armor's NY State business license will be provided under separate cover.

### References:

Captain Michael R. Golio  
Nassau County Sheriff's Department  
100 Carman Ave  
East Meadow, NY 11554  
mgolio@nassaucountyny.go  
(516) 572-3865

Lt. Colonel Keith Neely  
Broward County Sheriff's Office  
555 SE First Avenue  
Ft. Lauderdale, FL 33301  
keith\_neely@sheriff.org  
954.831.6403  
Fax: 954.831.6065

Sheriff Wayne Ivey  
Brevard County Sheriff's Office  
700 Park Avenue  
Titusville, FL 32780  
wayne.ivey@bcso.us  
321-264-5201  
Fax: 321-633-0210

**SUPREME COURT OF THE STATE OF NEW YORK -  
NEW YORK COUNTY**

PRESENT: BLUTH, ARLENE P.  
**ARLENE P. BLUTH** Justice  
J.S.C.

PART 32

PEOPLE OF THE STATE OF NEW

INDEX NO. 450835/2016

MOTION DATE 10/18/2016

- v -

ARMOR CORRECTIONAL HEALTH

MOTION SEQ. NO. 001

The following papers, numbered 1 to \_\_\_\_\_, were read on this application to/for \_\_\_\_\_  
 Notice of Motion/ Petition/ OSC - Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Answering Affidavits - Exhibits ..... No(s) \_\_\_\_\_  
 Replying ..... No(s) \_\_\_\_\_

Upon the foregoing papers, it is ORDERED that this motion is RESOLVED via stipulation; see stipulation so-ordered on October 5, 2016.

**ARLENE P. BLUTH**  
**J.S.C.**

DATE: 10/5/2016

BLUTH, ARLENE P., JSC

1. CHECK ONE	:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
2. APPLICATION	:	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input checked="" type="checkbox"/> OTHER
3. CHECK IF APPROPRIATE :		<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
		<input type="checkbox"/> DO NOT POST	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE

450835/2016 PEOPLE OF THE STATE OF NEW VS. ARMOR CORRECTIONAL HEALTH Motion No. 001

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

---

THE PEOPLE OF THE STATE OF NEW YORK,  
by ERIC T. SCHNEIDERMAN, Attorney General  
of the State of New York,

Petitioner,

Index No. 450835/2016  
IAS Part 32

- against -

Assigned to: Justice Arlene P. Bluth

ARMOR CORRECTIONAL HEALTH MEDICAL  
SERVICES OF NEW YORK, INC. P.C., and ARMOR  
CORRECTIONAL HEALTH SERVICES OF NEW  
YORK, INC.,

Respondents.

---

**STIPULATION OF SETTLEMENT AND DISCONTINUANCE**

1. This Stipulation of Settlement and Discontinuance (the "Agreement") of the above-entitled proceeding ("this Litigation") is entered into by and between the Petitioner, the People of the State of New York by Eric T. Schneiderman, Attorney General of the State of New York ("NYAG"), and Respondents Armor Correctional Health Medical Services of New York, Inc., P.C. and Armor Correctional Health Services of New York, Inc. (collectively, "Armor"), and, except to the extent limited by Paragraph 15, extends as well to anyone acting on Armor's behalf, including but not limited to Armor's principals, employees, agents, and/or assignees who are involved in the conduct of the business that is the subject of this Litigation, and to any parent, affiliate or successor corporation or other corporation purchasing Armor's assets, company, business entity or other entity that Armor may now or hereafter act or conduct business through that is the subject of this Litigation.

2. "Parties" means the NYAG and Armor, collectively and as defined herein.
3. This Court has jurisdiction over the subject matter of this Litigation and over all Parties. The Parties agree, for purposes of this Agreement, that venue is proper in New York County.
4. The terms of this Agreement shall be governed by the laws of the State of New York.
5. On or about July 12, 2016 the NYAG filed a Verified Petition (the "Petition") in the Supreme Court for the County of New York, naming Armor as Respondents, alleging violations of the New York State False Claims Act, N.Y. State Finance Law § 187 *et seq.*, N.Y. Executive Law § 63(12), and N.Y. Executive Law § 63-c.
6. Armor has denied these allegations and asserts that it has not violated any applicable laws, regulations, ordinances or legal or contractual obligations.
7. This Agreement reflects a negotiated agreement among the Parties.
8. The Parties have agreed to resolve the issues, claims and matters raised in the Petition and occurring through the date of the filing of the Litigation, by entering into this Agreement.
9. Neither Armor's performance of this Agreement nor the negotiations between the Parties surrounding the Agreement shall be considered an admission by Armor of any wrongdoing or liability of any kind.
10. This Agreement is not intended for use by any third party in any other action or proceeding and is not intended, and should not be construed as, an admission of wrongdoing or liability by Armor. The NYAG will not cite the Agreement in any action or proceeding as an admission of Armor's wrongdoing or liability.
11. This Agreement does not constitute an approval by the NYAG of Armor's

business practices, and Armor shall make no representation or claim to the contrary.

12. Armor has demonstrated and represented that it no longer intends to seek new contracts in New York during at least the three-year period following the Effective Date.

13. By entering into this Agreement, Armor agrees to the following:

A. For a period of three years from the Effective Date, Armor agrees not to bid on or enter into any contract with any municipality in New York State for the provision of jail health services; and

B. Within ten days of the Effective Date, and in full and final settlement of this Litigation, Armor agrees to pay and the NYAG agrees to accept the sum of Three Hundred and Fifty Thousand dollars (\$350,000.00) by check payable to the State of New York.

14. Solely for the NYAG's purposes and without any admission by Armor, upon receiving the payment from Armor, the NYAG intends to designate Two Hundred and Fifty Thousand dollars (\$250,000.00) of that payment to Nassau County as reimbursement related to Armor's performance of certain contractual obligations to the County during the time period covered by the Litigation, with the balance as penalties to the State of New York.

15. For purposes of this Agreement, Paragraph 13(a) above shall not apply to any successor or future purchaser of Armor's stock or assets, or any successor entity that results from a merger, that as of the date of this Agreement or in the future is a party to contracts with municipalities in New York State, provided that, for a period of three years following the Effective Date, such successor or purchaser does not engage any of Armor's senior management officials to supervise the provision of services in, or work at, any New York jail, except as approved by the NYAG. "Senior management officials" as used in this paragraph includes (i) all management at Armor's corporate headquarters who had direct responsibility for



overseeing the provision of services at the Nassau County Correctional Services and (ii) management, including directors, working directly at Nassau County Correctional Center. This includes all individuals employed in such positions at any point in the twelve months prior to the Effective Date.

16. The Court shall retain jurisdiction for the purpose of enforcing and modifying this Agreement.

17. It is hereby stipulated and agreed, by and between the Parties, that the Petition and this Litigation is dismissed with prejudice, and without costs to any party as against another.

18. Nothing herein shall limit either the NYAG's or Respondents' right to seek other remedies provided by law for a violation of this Agreement, including remedies for contempt of court and for enforcement of the Agreement. The NYAG has the right to seek injunctive relief, and all other appropriate and necessary relief, to enforce this Agreement. If a court of competent jurisdiction determines that Armor has breached this Agreement, Armor shall pay to the NYAG the cost, if any, of enforcing this Agreement, including, without limitation, legal fees, expenses, and court costs.

19. This Agreement constitutes the entire, complete, and only agreement and understanding by and between the Parties with respect to the subject matter hereof.

20. This Agreement may not be modified orally, but may be modified only by a writing signed by each Party.

21. The Effective Date for this Agreement is the date that it is fully executed by the Parties.

22. This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures provided

by facsimile transmission or in Adobe Portable Format (PDF) sent by electronic mail shall be deemed to be in original signatures.

For Respondents, Armor Correctional  
Health Medical Services of New York, Inc.,  
P.C. and Armor Correctional Health  
Services of New York, Inc.

By: Bruce Teal

Date: 9/30/16

Bruce Teal, CEO

For the NYAG:

By: Lisa Landau

Lisa Landau  
Bureau Chief  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/3/16

By: Dorothea Caldwell-Brown

Dorothea Caldwell-Brown  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/4/16

By: Elizabeth Chesler

Elizabeth Chesler  
Assistant Attorney General  
Health Care Bureau  
120 Broadway, 26th Floor  
New York, NY 10271

Date: 10/3/16

So ordered  
10/5/16  
ARLENE P. BLUTH  
J.S.C.

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through August 17, 2012.

---

Selected Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Selected Entity Status Information

Current Entity Name: ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

DOS ID #: 4090357

Initial DOS Filing Date: MAY 05, 2011

County: NASSAU

Jurisdiction: FLORIDA

Entity Type: FOREIGN BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CT CORPORATION SYSTEM

111 EIGHTH AVENUE

NEW YORK, NEW YORK, 10011

Registered Agent

CT CORPORATION SYSTEM

111 EIGHTH AVENUE

NEW YORK, NEW YORK, 10011

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

\*Stock Information

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

No Information Available

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
MAY 05, 2011	Actual	ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)  
[Homepage](#) | [Contact Us](#)

COUNTY OF NASSAU

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

1. Name of the Entity: Armor Correctional Health Services of New York, Inc.

Address: 4960 SW 72 Avenue, Suite 400

City, State and Zip Code: Miami, FL 33155

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):

Jose Armas at same address

---

---

---

---

---

---

---

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.

Jose Armas

---

---

---

---

---

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.

Armor Correctional Health Services, Inc.

---

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." 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):

None

---

---

---

---

---

---

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

None

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

None

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: Bruce A. Teal

Title: Chief Executive Officer

**Page 4 of 4**

**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.



### AMENDMENT NO. 3

**THIRD AMENDMENT TO CONTRACT FOR SERVICES**, (this "Third Amendment"), made as of the date on which this Third Amendment is executed by Nassau County (the "Effective Date"), by and between **NASSAU COUNTY** (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and **ARMOR CORRECTIONAL MEDICAL & HEALTH SERVICES OF NEW YORK, INC.** ("Armor"), a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155 (each a "Party," collectively, the "Parties").

#### WITNESSETH:

WHEREAS, the County and Armor executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services (the "Inmate Medical Services") to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center to be delivered to detainees housed by the Sheriff;

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the County and Armor entered into the First Amendment (the "First Amendment"), which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015;

WHEREAS, in June 2015, the County and Armor entered into the Second Amendment (the "Second Amendment"), which renewed the terms of the Agreement, as amended, for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2017;

WHEREAS, notwithstanding the May 31, 2017 termination date of the Agreement, as amended, the County is in the process of transferring the Inmate Medical Services to the Nassau Health Care Corporation ("NuHealth") and, in connection therewith, has requested that Armor continue to provide Inmate Medical Services; and

WHEREAS, the County and Armor desire to further extend the term of the Agreement and to modify certain terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Term Extension. The Agreement is hereby extended for an additional three (3) months (such three-month period, the "Transfer Period"), commencing June 1, 2017, so that the termination date of the Agreement, as amended by this Third Amendment, is now August 31, 2017, provided, however, that the County shall have the right to terminate the Transfer Period, and, by extension, the Agreement, at such sooner date as the County may deem to be in the best interests of the County, upon thirty (30) days prior written notice or such shorter notice as may be mutually agreed upon by the Parties. It is the intention of the Parties that there will be no further extensions of the Agreement or the Transfer Period, and the County waives any rights it may have to seek a further extension. Under no circumstance shall Armor be required to provide any services, including transition services, after the expiration of the Transfer Period, provided, however, that Armor will respond to reasonable requests for information and consultation via telephone or e-mail.

2. Payment. (a) Amount of Consideration.

(i) Base Monthly Compensation. The base compensation amount to be paid to Armor by the County during the Transfer Period as full consideration for Armor's onsite services pursuant to the Agreement shall be as follows: June 2017--\$1.5 million; July 2017--\$1.6 million; and August 2017--\$1.7 million. Such amount(s) shall not be payable if the Third Amendment is terminated prior to the month in which services are to be provided. To be paid no later than 15 days after the invoice is received, subject to prompt review and approval by the County Comptroller.

(ii) Offsite Services. The Cost-Sharing provisions contained in paragraph 6 of the Agreement, as amended by paragraph 2 of the First Amendment, are hereby deleted in their entirety. Effective throughout the Transfer Period, the County shall bear 100% of the cost of Offsite Services. In connection with utilization of Offsite Services, Armor will continue to follow the policies and procedures governing Offsite Services that are now in effect.

(iii) Pharmacy Services. Effective throughout the Transfer Period, the County and the Contractor shall share the cost of Pharmacy Services. For the Transfer Period, the Contractor shall pay all Pharmacy Services costs up to \$250,000 for the three-month period. If Pharmacy Services exceed \$250,000 during the Transfer Period, then Armor will pay such amounts and be reimbursed 100% of such overage. If Pharmacy Services are less than \$250,000 during the Transfer Period, then Armor will refund 100% of such underage. The \$250,000 limit will be pro-rated if the contract is terminated early. Nothing in this Third Agreement shall affect the County's responsibility for the cost of blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia, as provided for in Paragraph 3(v) of the Agreement. In connection with utilization of Pharmacy Services,

Armor will continue to follow the policies and procedures governing Pharmacy Services that are now in effect.

- (iv) \$155,000 Payment. Within twenty (20) days of the execution of this Third Amendment, the County shall pay to Armor the sum of One Hundred Fifty-Five Thousand (\$155,000.00) Dollars representing a release of the money deducted by the Nassau County Comptroller's Office from the County's payment of Armor's July Claim #VDCC16000137. The Comptroller's Office had deducted the \$155,000 pending further review as to whether there should be imposed a financial penalty under the National Commission on Correctional Health Care accreditation provisions of the Agreement, which review has determined that the penalty is not due and owing from Armor.

3. Extension of Services.

(a) During the Transfer Period, Armor will continue to provide the Inmate Health Services in accordance with the terms and conditions of the Agreement, as amended by this Agreement. In addition to the provision of Inmate Health Services, and in consideration of the Base Monthly Compensation set forth above in paragraph 2, Armor hereby agrees that during the Transfer Period Armor and its representatives will cooperate in all reasonable respects with NuHealth and its representatives, and will take such actions as are reasonably necessary, all in connection with and so as to facilitate a smooth and orderly transfer of the Inmate Medical Services to NuHealth. Without limiting the generality of the foregoing, Armor will: (i) make its staff available to meet with NuHealth staff at mutually acceptable times; (ii) share and provide access to reports, records, documents and other operational information; (iii) allow NuHealth staff to "shadow" Armor staff with respect to performance of Inmate Medical Services; and (iv) take such other actions as are reasonably requested by NuHealth or the County to facilitate a smooth and orderly transfer. NuHealth will assume operational control no later than September 1, 2017.

(b) Armor's provision of the Inmate Health Services and the other services described in this Paragraph 3 during the Transfer Period shall be in satisfaction of the "Contractor Assistance upon Termination" provisions set forth in paragraph 14 (c) of the Agreement to the extent such paragraph is applicable.

4. No Performance Indicator Penalties or Payment Adjustments; Mutual Limited Release. The County hereby agrees that in consideration of the Two Hundred Fifty Thousand (\$250,000.00) Dollar payment made to the County by Armor pursuant to Paragraph 14 of that certain Stipulation of Settlement and Discontinuance by and between The People of the State of New York and Armor (Supreme Court: New York County; Index No. 450835/2016), and in consideration of Armor's agreement to provide the Inmate Health Services during the Transfer Period in accordance with the terms and conditions of this Amendment, the County hereby waives any claim to past, present or future performance indicator penalties under the Agreement, or to payment

adjustments therefore, and hereby releases Armor for any such past, present or future claims for performance indicator penalties under the Agreement. In addition, each Party hereby releases the other Party with respect to claims for payments that may be due and owing under Paragraphs 3(c) and 6 of the Agreement, as amended by the First Amendment and/or the Second Amendment, as of the Effective Date. No other claims are waived or released, including, without limitation, indemnification and defense claims under Paragraph 11 of the Agreement. The County reserves all other rights.

5. Full Force and Effect. Except as expressly amended by this Amendment, all terms and conditions of the Agreement, the First Amendment, and the Second Amendment are unchanged, and remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this AMENDMENT NO. 3 as of the Effective Date.

**COUNTY OF NASSAU**

By: \_\_\_\_\_

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

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

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

**ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.**

By: 

Name: Bruce Teal

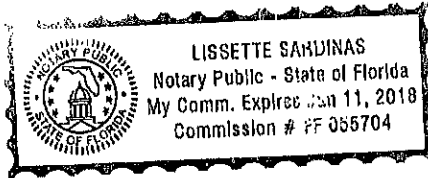
Title: CEO

Date: 5/12/2017

Tennessee  
STATE OF NEW YORK)

On the 12 day of MAY 2017 in the year 2017 before me personally came Bruce Teal to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Somner; that he or she is the CEO of Amor Correctional Health Services, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID# CCCC11000005  
CLCC15000006



Department: N. C. Sheriff's Dept.

**E-96-15**

### Contract Details

SERVICE: Comprehensive Inmate Health Care Services

NIFS ID #: CLCC15000006 NIFS Entry Date: 4/28/15 Term: from 6/1/15 to 5/31/17

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amendment	2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input type="checkbox"/> No <input type="checkbox"/>
RES#		

### Agency Information

Vendor	
Name Armor Correctional Health Services of NY, Inc.	Vendor ID# 611642662-01
Address 4900 S.W. 72 <sup>nd</sup> Ave. Suite 400 Miami, FL 33155	Contact Person Karen Davies, V.P.  Phone 954-649-3043 e-mail:

County Department	
Department Contact Kathleen Kelly	
Address Nassau County Correctional Center 100 Carman Ave. East Meadow, NY 11554	
Phone 516-572-3810	

### Routing Slip

DATE RECEIVED	DEPARTMENT	Internal Verification	DATE APPROVED	SIGNATURE	FOR APPROVAL REQUIRED
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	4/30/15	[Signature]	
	OMB	NIFS Approval (Contractor Registered)	5/14/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	5/14/15	[Signature]	
	County Attorney	CA Approval as to form	5/14/15	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	5/15/15	[Signature]	
	County Attorney	NIFS Approval	5/14/15	[Signature]	
	Comptroller	NIFS Approval	5/14/15	[Signature]	
5/14/15	County Executive	Notarization Filed with Clerk of the Leg.	5/14/15	[Signature]	

Contract ID# CCCC11000005  
CLCC15000006



Department: N. C. Sheriff's Dept.

## Contract Summary

Description: Comprehensive Inmate Health Care Services 6/1/15 to 5/31/17

**Purpose:**

To renew the original agreement for an additional two years pursuant to Section 1, Term of the original agreement.

**Method of Procurement:**

N/A

2 additional years, which adds to be 4 year original term. Appears to be an acceptable departure from the RFP and original contract terms, particularly given that contractor is anticipated doing a new RFP. (152)

**Procurement History:**

An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.

**Description of General Provisions:**

Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.

**Impact on Funding / Price Analysis:**

Additional funds are required for the renewal period of two years, with a budget impact of \$11,010,000.00 per year.

**Change in Contract from Prior Procurement:**

Contractor is providing additional staff to provide services, and has added a service.

Recommendation: Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

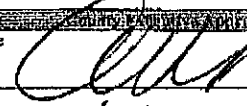

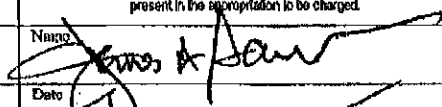
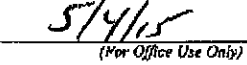
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	<del>XXXXXX</del>
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INQ/ORD/REQ/DATE	AMOUNT
1	CCGEN1320/DE524	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: Kathleen Kelly/ Capt. Keith Sather

Date: 4/28/15

NYS Certification		Continued Use - For Signature		County Executive Approval	
I certify that this document was adopted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name 		Name 		Date 	
Date 6/12/15		Date 6/12/15		Date 5/4/15	
				(For Office Use Only)	
				E #:	



E-96-15

RULES RESOLUTION NO. 117-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND  
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-1-15  
VOTING:  
ayes 7 nayes 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Armor Correctional Health Services of New York, Inc. for services in connection with providing medical, mental health, dental, and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Armor Correctional Health Services of New York, Inc.

## **AMENDMENT NO. 2**

This Second Amendment and Extension to the Contract for Services between Nassau County (the "County"), a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501, acting for and on behalf of the Nassau County Sheriff's Department (the "Department"), having its principal office at 100 Carman Avenue, East Meadow, New York 11554, and Armor Correctional Health Medical Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72 Avenue, Ste. 400, Miami, Florida 33155, and operating as a foreign professional corporation in New York State as Armor Correctional Health Medical Services of New York, Inc. P.C. (doing business as Armor Correctional Health Services of New York, Inc. ("Armor").

WHEREAS, the Parties executed a Health Services Agreement effective May 5, 2011 (the "Agreement"), by which Armor contracted to perform certain services for the County as the provider of medical, mental health, dental and ancillary services to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services") to be delivered to detainees housed by the Sheriff;

WHEREAS, the County on behalf of its Department seeks to extend the Agreement to have Armor continue to provide the Inmate Medical Services as more fully described in the Agreement.

WHEREAS, the term of the Agreement was from June 1, 2011 through May 31, 2013, with an option to renew the term of the Agreement for up to two additional one (1) year periods under the same terms and conditions;

WHEREAS, in June 2013, the Parties entered into the First Amendment, which renewed the terms of the Agreement for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Agreement as amended by the First Amendment was May 31, 2015.

WHEREAS, pursuant to the Agreement, subsection (c) of Section 6. Payment, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Agreement, Armor provides services to Sheriff's Department Personnel as specified in subsection (1) of paragraph 3. Services therein;

WHEREAS, the County and Armor desire to extend the term of the Agreement and the compensation due to Armor thereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Term Renewal. The Agreement shall be renewed for an additional two (2) years, commencing June 1, 2015, so that the termination date of the Agreement, as amended by this Second Amendment, shall be May 31, 2017 (the "Renewal Term").

2. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to Armor as full consideration for Armor's onsite services pursuant to the Agreement during the first year of the Renewal Term June 1, 2015 to May 31, 2016 shall be increased by 3.0% or CPI Medical Care expenditure category for the Northeast region, whichever is lower, over the most recent base compensation. For the second year of the Renewal Term, the amount of compensation due to Armor for onsite services shall be the previous contract year's base compensation amount adjusted by 3.0% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.

3. To the extent that this Second Amendment modifies anything in the Agreement or the First Amendment, the terms contained herein shall supersede and replace those terms.

4. In all other respects, the terms and conditions of the Agreement, as amended and extended, shall continue unchanged and in full force and effect.

REMAINDER OF PAGE INTENTIONALL LEFT BLANK

IN WITNESS WHEREOF, the Parties, by their authorized signatures below, have executed this Second Amendment and Extension to the Contract for Services.

County of Nassau

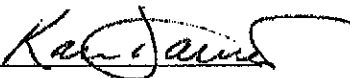
By: 

Name: Charles Pugh

Title: Dep. County Exec.

Date: 6/19/15

Armor Correctional Health Services of New York, Inc.

By: 

Name: KAREN DAVIES

Title: President

Date: 04/29/2015

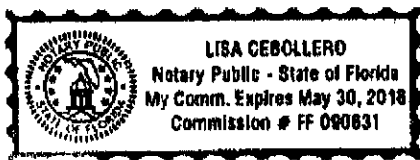
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 28 day of April in the year 2015 before me personally came Kara Daines to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Lisa Cebollero  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 19 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI  
Notary Public, State of New York  
No. 01PE026026  
Qualified in Nassau County  
Commission Expires April 02, 2016

Contract # 000011000005-02Department Nassau County Sheriff's Dept.

## Contract Details

SERVICE Comprehensive Inmate Health Care  
ServicesNIFS ID #: CLCC13000001 NIFS Entry Date 6/28/13 Term: from 6/1/13 to 5/31/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name <u>Armor Correctional Health Services of NY, Inc.</u>	Vendor ID# <u>611642662-01</u>
Address <u>4960 S.W. 72nd Ave.</u> <u>Suite 400</u> <u>Miami, Fla. 33155</u>	Contact Person <u>Karen Davies, V.P.</u> Phone <u>954-649-3043</u>

County Department	
Department Contact <u>Linda Bednor</u>	
Address <u>Nassau County Correctional Center</u> <u>100 Carman Ave., East Meadow, NY 11554</u>	
Phone <u>516-572-3810</u>	

## Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	DATE
6/28	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)		
	OMB	NIFS Approval		7/2/13
	Vertical DCE	NIFS Approval		
	Department	Vendor Administration NIFS Appvl (Dept. Head)		
	County Attorney	CA RE&I Verification		7/1/13
	County Attorney	CA Approval as to form		7/1/13
	LEG	Legislative Affairs Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		7/1/13
	County Attorney	NIFS Approval		7/1/13
	County Comptroller	NIFS Approval		7/1/13

PR5254 (8/03)

Contract ID#: CQCC11000005

CLCC13000001



Department: County Sheriff's Dept.

County Executive	Notarization Filed with Clerk of the Court		
------------------	---	--	--

## Contract Summary

<b>Description:</b> Comprehensive Inmate Health Care Services 6/1/13 to 5/31/15
<b>Purpose:</b> To renew the original agreement for an additional two years pursuant to Section 1. <u>Term</u> of the original agreement.
<b>Method of Procurement:</b> N/A
<b>Procurement History:</b> An RFP was published on 7/30/09. Contractor was found to be the most responsible/qualified bidder with the most reasonable costs.
<b>Description of General Provisions:</b> Contractor will continue to provide comprehensive medical, mental health and ancillary services to inmates in the custody of the Nassau County Sheriff's Department.
<b>Impact on Funding / Price Analysis:</b> Additional funds are required for the renewal period of two years, with a budget impact of \$11,740,605.00 per year. \$6,848,686.25 for first 7 months in 2013.
<b>Change in Contract from Prior Procurement:</b> Contractor is providing additional staff to provide the services, and has added a service.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	524
Transaction:	CA

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$6,848,686.25
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 6,848,686.25</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	CCGEN1320 / DE524	\$6,848,686.25
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$6,848,686.25</b>

Document Prepared By: Linda Bednor/ Elizabeth Loconsolo

Date: 6/28/13

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.	<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	<b>County Executive Approval</b> Name: <i>[Signature]</i> Date: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>[Signature]</i>

PR5254 (8/03)

7/24/13

7/25/13



RULES RESOLUTION NO. 209-2013

E-149-13

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND  
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-15-13  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Armor Correctional Health Services of New York,  
Inc. for services in connection with providing medical, mental health, dental,  
and ancillary services to inmates in the custody of the Nassau County  
Sheriff's Department and/or incarcerated at the Nassau County Correctional  
Center, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to the agreement with Armor Correctional Health Services of New York,  
Inc.

RULES RESOLUTION NO. - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON  
BEHALF OF THE NASSAU COUNTY SHERIFF'S DEPARTMENT AND  
ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with Armor Correctional Health Services of New York,  
Inc. for services in connection with providing medical, mental health, dental,  
and ancillary services to inmates in the custody of the Nassau County  
Sheriff's Department and/or incarcerated at the Nassau County Correctional  
Center, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said amendment  
to the agreement with Armor Correctional Health Services of New York,  
Inc.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Amor Correctional Health Services of New York, Inc.

CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400 Miami, Fla. 33155

FEDERAL TAX ID #: 61-1642662

**Instructions:** Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on 7/30/09 [date]. Potential proposers were made aware of the availability of the RFP by newspaper ad and\* [newspaper advertisement, posting on website, mailing, etc.]. unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. \*\* The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMI, the Sheriff's Department and the County Attorney's Office

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected. \*published on the Nassau County Purchasing Website.

\*\*one proposer was disqualified.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

**AMENDMENT NO. 1**

AMENDMENT, dated as of \_\_\_\_\_, 2013 (together with the Original Agreement and any and all attachments thereto; and any and all appendices and attachments hereto, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Armor Correctional Health Services of New York, Inc., a Florida corporation having its principal corporate offices at 4960 S.W. 72<sup>nd</sup> Avenue, Suite 400, Miami, Florida 33155 (the "Contractor").

**WITNESSETH:**

WHEREAS, pursuant to County contract number CQCC11000005 between the County and the Contractor, executed on behalf of the County on May 5, 2011 the "Original Agreement", the Contractor performs certain services for the County as the provider of medical, mental health, dental and ancillary services to inmates in the custody of the Department and/or incarcerated at the Nassau County Correctional Center ("Inmate Medical Services");

WHEREAS, the County on behalf of its Department seeks to extend the Original Agreement to have the Contractor continue to provide the Inmate Medical Services as more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement is from June 1, 2011 through May 31, 2013, with an option to renew the term of the Original Agreement for up to two additional one (1) year periods under the same terms and conditions (the "Original Term");

WHEREAS, pursuant to the Original Agreement, subsection (c) of section 6. Payment, the parties agreed to renegotiate the reimbursable amounts and payment terms therein for the renewal period;

WHEREAS, pursuant to the Original Agreement, Contractor provides services to Sheriff's Department Personnel as specified in subsection (l) of paragraph 3. Services therein;

WHEREAS, pursuant to the Original Agreement, Contractor provided and agreed to a Staffing Matrix, Attachment G thereto, but after commencement of the Contract increased the Staffing at no cost to the County;

WHEREAS, the County and the Contractor desire to extend the Original Term, modify section 6 (c). Payment of the Original Agreement and revise the Staffing Matrix to reflect the increased staffing, and subsection (l) of paragraph 3. Services to add an additional service;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Renewal. The Original Agreement shall be renewed for an additional two (2) years, commencing June 1, 2013, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 31, 2015.

2. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Amended Agreement for the first twelve (12) months shall be Eleven Million Seven Hundred Forty Thousand Six Hundred and Five Dollars (\$11,740,605.00); or Ten Million Seven Hundred Forty Thousand Six Hundred and Five Dollars (\$10,740,605.00) should County wish to have Armor process all offsite claims and the County pay them directly.

(2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars (\$3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.

(3) Offsite Services: Cost-sharing. The County and the Contractor shall share the cost of Offsite Services that exceed One Million Dollars (\$1,000,000.00). The shared costs shall be calculated using the two-step process as set forth in subsection (i), (ii) and (iii) (a)(3) of paragraph 6. of the Original Agreement, except to the extent that the County shall be responsible to pay the first One Million Dollars (\$1,000,000.00) in offsite services costs as set forth herein in this Amendment.

(b) Amount of Consideration: Second Year. For the second year of the Amended Agreement, the base compensation amount for onsite services (\$10,740,605.00) shall be adjusted by 2.5% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower; unless the average daily number of inmates (ADP) in the custody of the Nassau County Sheriff's Department increases to 1600 or more, in which case the base compensation amount for onsite services shall be adjusted by 3% or the CPI Medical Care expenditure category for the Northeast region, whichever is lower.

3. Services. (1) Provision of Services to Sheriff's Department Personnel. In addition to the services provided for in subdivisions (1) and (2) of subsection (1) of the Original Agreement, Contractor agrees to provide any and all other vaccines to Sheriff's Department personnel, as requested by the County. County shall provide supplies and vaccines to Contractor, and Contractor shall maintain adequate records concerning any such request for and administering of additional vaccines.

4. Staffing. Contractor shall provide staffing as reflected in Attachment AA, attached hereto, to the Amended Agreement to provide the Services required in the Original Agreement and as amended in the Amended Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the Extension Term of the Amended Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ARMOR CORRECTIONAL HEALTH SERVICES  
OF NEW YORK, INC.

By: 

Name: Ken Palumbo

Title: COO

Date: 6/10/2013

COUNTY OF NASSAU

By: 

Name: Richard R. Walker  
Chief Deputy County Executive

Title: Chief Deputy County Executive

Date: 8/1/13

PLEASE EXECUTE IN BLUE INK



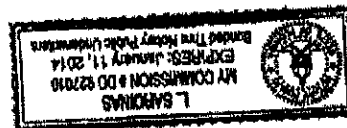
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 10 day of June in the year <sup>2013</sup> 2011 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the COO of Amar Cheny, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of August in the year <sup>2013</sup> 2011 before me personally came Doreen R. Pennica to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a **Chief Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



DOREEN R. PENNICA  
NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION NO. 01PE6170832  
EXPIRES 7/23/2011

**Electronic Articles of Incorporation  
For**

P11000022212  
FILED  
March 03, 2011  
Sec. Of State  
Tallahassee

**ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.**

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

**ARMOR CORRECTIONAL HEALTH SERVICES OF NEW YORK, INC.**

**Article II**

The principal place of business address:

**4960 SW 72ND AVE  
SUITE 400  
MIAMI, FL. US 33155**

The mailing address of the corporation is:

**4960 SW 72ND AVE  
SUITE 400  
MIAMI, FL. US 33155**

**Article III**

The purpose for which this corporation is organized is:

**ANY AND ALL LAWFUL BUSINESS.**

**Article IV**

The number of shares the corporation is authorized to issue is:

**100**

**Article V**

The name and Florida street address of the registered agent is:

**KENNETH PALOMBO  
4960 SW 72ND AVE  
SUITE 400  
MIAMI, FL. 33155**

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: **KENNETH PALOMBO**

P11000022212  
FILED  
March 03, 2011  
Sec. Of State  
Shivers

#### Article VI

The name and address of the incorporator is:

JOSE ARMAS  
4960 SW 72ND AVE  
SUITE 400  
MIAMI FL 33155

Electronic Signature of Incorporator: JOSE ARMAS, M.D

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

#### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
JOSE ARMAS  
4960 SW 72ND AVE, SUITE 400  
MIAMI, FL 33155

Title: S  
MARTA SOLODKO  
4960 SW 72ND AVE, SUITE 400  
MIAMI, FL 33155

#### Article VIII

The effective date for this corporation shall be:

03/03/2011

<b>ARMOR CORRECTIONAL SERVICES OF NEW YORK, INC.</b>	
PAR VALUE \$1.00 PER SHARE	
AUTHORIZED SHARES 100 COMMON	
<b>THIS CERTIFICATE</b>	<b>JOSE ARMAS</b>
<b>registered holder of</b>	<b>100</b>
<b>of the Common Stock of</b>	<b>ARMOR CORRECTIONAL SERVICES OF NEW YORK, INC. Fully Paid and Non-Assessable</b>
<b>shares, payable only on the books of the Corporation by the holder hereon in person or by attorney upon surrender of this certificate properly endorsed.</b>	
<b>In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers, and its Corporate Seal to be hereunto affixed, at New York, New York, this 3rd day of March, 2011.</b>	
<b>PRESIDENT</b>	<b>SECRETARY</b>

Contract ID#:                     Department: Nassau County Sheriff's Department

## Contract Details

SERVICE Inmate Medical CareNIFS ID #: C9CC11060005NIFS Entry Date: 3/21/11 Term: from 5/14/2011 to 5/13/2013

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name: <u>Amor Correctional Health Services, of New York, Inc.</u>	Vendor ID# <u>                    </u>
Address: <u>4960 S.W. 72 nd Ave., Suite 400 Miami, Fla. 33155</u>	Federal Tax ID# <u>61-1642662</u>
	Contact Person <u>Karen Davies, V.P.</u>
	Phone <u>954-649-3043</u>

County Department	
Department Contact <u>Elizabeth J. Loconsolo</u>	
Address <u>NOCC 100 Canaan Avenue East Meadow, NY 11554</u>	
Phone <u>516-572-3446</u>	

## Routing Slip

DATE	DEPARTMENT	INTERNAL VERIFICATION	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	<u>3/21/11</u>	<u>                    </u>			
<u>3/22/11</u>	OMB	NIFS Approval <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
	Vertical DCE	NIFS Approval <input type="checkbox"/>					
	Department	Vendor Administration <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>					
<u>3/22/11</u>	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>			
<u>3/22/11</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> Leg. <input type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>			
	County Attorney	Fw'd Original K to CA <input type="checkbox"/>	<u>3/22/11</u>	<u>                    </u>			
	County Comptroller	NIFS Approval <input type="checkbox"/>	<u>4/1/11</u>	<u>                    </u>			

Contract ID#: \_\_\_\_\_

Department: Nassau County Sheriff's Department

County Executive	Notarization Filed with Clerk of the Superior Court			
------------------	--	--	--	---

## Contract Summary

**Description:** Medical, Mental Health; Dental & Ancillary Services to inmates in the custody of the NC Sheriff's Dept.

**Purpose:** Vendor to provide the above-referenced services to inmates in the custody of NC Sheriff's Department and/or incarcerated at NOCC.

**Method of Procurement:** Request for Proposals (#SH0723-0924) published on July 30, 2009.

**Procurement History:** RFP was published on 7/30/09; proposals were due and received on 10/13/09; letter of award to selected vendor, Armor, was sent out January 4, 2011.

**Description of General Provisions:** The vendor will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at NOCC; for operating an onsite infirmary and onsite specialty clinics; for making appropriate referrals for hospital admissions, ER and offsite services not available at NOCC.

**Impact on Funding / Price Analysis:** The funding for the first year is \$11,280,005.00; the 2nd year funding may be increased by the Consumer Price Index or 4%, whichever is lower.

**Change in Contract from Prior Procurement:** No prior procurement history for these services.

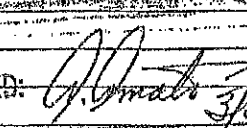
**Recommendation:** (approve as submitted)

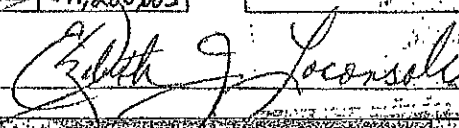
## Advisement Information

ADDENDUM CODE	
Fund:	GEN
Control:	10
Resp:	1920
Object:	524
Transaction:	CR

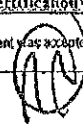
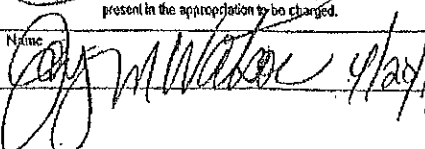

UNITARY	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$11,280,005
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$11,280,005</b>

LINE	INDEX/NOTICE CODE	AMOUNT
1	CCGEN1320/DE524	\$11,280,005
2		\$
3		\$
4		\$
5		\$
APPROVED:  3/22/11		\$ (DATE)
INSURANCE SECTION		\$
<b>TOTAL</b>		<b>\$11,280,005</b>

Document Prepared By: 

Date: 3/22/11

I certify that this document was accepted into NIFS. Name:  5/5/11	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name:  4/24/11	Name:  Date: 3/22/11
--	---	--

PR5254 (8/03)

E-68-11

RULES RESOLUTION NO. 99 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU  
COUNTY SHERIFF'S DEPARTMENT AND ARMOR CORRECTIONAL  
HEALTH SERVICES OF NEW YORK, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 4/18/11  
VOTING:  
ayes 4 nays 2 abstained \_\_\_\_\_ recused \_\_\_\_\_  
Legislators present: 6

WHEREAS, the County has negotiated a personal services agreement  
with Armor Correctional Health Services of New York, Inc. for services in  
connection with providing medical, mental health, dental and ancillary  
services to inmates incarcerated at the Nassau County Correctional Center; a  
copy of which is on file with the Clerk of the Legislature; now, therefore, be  
it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Armor Correctional Health Services of New York, Inc.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Amor Correctional Health Services of New York, Inc.

CONTRACTOR ADDRESS: 4960 S.W. 72nd Ave., Suite 400 Miami, Fla. 33155

FEDERAL TAX ID #: 61-1642662

**Instructions:** Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on 7/30/09 [date]. Potential proposers were made aware of the availability of the RFP by newspaper ad and\* [newspaper advertisement, posting on website, mailing, etc.]. unknown [#] of potential proposers requested copies of the RFP. Proposals were due on 10/13/09 [date]. 7 [#] proposals were received and 6 evaluated. <sup>\*\*</sup> The evaluation committee consisted of: Representatives of County OMB, County DOH, County OMH, the Sheriff's Department and the County Attorney's Office

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

\*published on the Nassau County Purchasing Website.

\*\*one proposer was disqualified.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

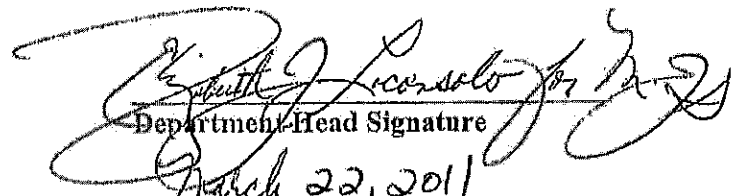
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature  
March 22, 2011  
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of \_\_\_\_\_, 20\_\_11\_\_ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (I) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Sheriff's Department, having its principal office at 100 Carman Avenue, East Meadow, New York 11554, (the "Department"), and (II) Armor Correctional Health Services of New York, Inc., a Florida corporation, having its principal office at 4960 S.W. 72<sup>nd</sup> Ave, Suite 400, Miami, FL 33155 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on May 14, 2011, and terminate on May 13, 2013, unless sooner terminated in accordance with the provisions of this Agreement; [provided, however, the County may renew this Agreement under the same terms and conditions, subject to the provisions of section 6. Payment below, for two additional one (1) year periods.]

2. Definitions.

(a) "County" as used herein is the County of Nassau, New York State

(b) "Department" as used herein is the Nassau County Sheriff's Department

(c) "NCCC" as used herein is the Nassau County Correctional Center

(d) "Sheriff" as used herein is the Nassau County Sheriff or his designated representative

(e) "Contractor" as used herein is Armor Correctional Health Services of New York, Inc.

(f) "DCE" as used herein is the Chief Deputy County Executive or Deputy County Executive as designated by the Nassau County Executive.

(g) "Subcontractor" as used herein is any facility, agency, organization or consultant that the Contractor utilizes to provide services or equipment pursuant to this Agreement, and which has been approved by the Department.

(h) "Agreement" as used herein" is this document and any and all attachments hereto, and any and all matters incorporated herein by reference.

(i) "Health Care Prescribing Provider" (HCPP) as used herein is any licensed medical or mental health practitioners that are licensed to prescribe medication, employed or subcontracted by Contractor, and includes, but is not limited to, the following titles: medical doctor, physician assistant, nurse practitioner, psychiatrist and dentist.

(j) "Health Care Professional" (HCP) as used herein is any medical professional, not licensed to prescribe medication, employed or subcontracted by Contractor and includes but is not limited to the following titles: registered nurses, MSWs, licensed practical nurses, dental assistants, x-ray technicians and dietitians.

(k) "Health Contract Administrator" as used herein is the County employee designated to oversee administration of and monitor compliance with this Agreement on behalf of the County and Department.

(l) "Inmate" as used herein is any person in the custody of the Sheriff and/or admitted to and incarcerated at NCCC.

(m) "NCCHC" as used herein is the National Commission on Correctional Health Care

(n) "Accreditation" as used herein is certification of NCCC by NCCHC as having met their published standards on jail-based health services

(o) "SCOC" as used herein is the New York State Commission of Correction, a NYS agency responsible for oversight of all state and local jails, prisons and police lock-ups.

(p) "Minimum standards" as used herein are the standards promulgated by the SCOC for the management of county jails, and the care, custody and control of inmates remanded thereto.

(q) "DOJ Settlement" as used herein is the agreement executed between the County of Nassau and the U.S. Department of Justice on April 22, 2002, setting forth certain requirements for comprehensive inmate health and mental health services for persons incarcerated at NCCC.

(r) Health Services Administrator (HSA): Contractor's site manager having overall responsibilities of the day to day operations and management of Contractor's services and responsibilities pursuant to this Agreement.

(s) "Offsite Services" as used herein are medical, mental health 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. For

purposes of section 6. Payment, subsections (a) (3) and (b) (2), offsite 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.

(t) "Outpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department at a location other than NCCC, including hospital emergency room care and specialty clinic care, other than clinics located at NCCC.

(u) "Inpatient Services" as used herein are medical, mental health and ancillary services provided to inmates in the custody of the Department upon admission to a hospital bed.

3. Services. The services to be provided by the Contractor under this Agreement shall consist of:

(a) Inmate Medical Services as set forth in RFP# SH0723-0924, attached hereto as Attachment A, and clarified in Contractor's proposal dated October 13, 2009, attached hereto as Attachment B (each of which is incorporated herein by reference) and as set forth herein ("Services");

(b) onsite specialty services and clinics as patient needs justify, including but not limited to: Orthopedics, Physical Therapy, Optometry (which will include, as necessary, diabetic screening), Chronic Care, Infectious Disease, OB/Gyn, Dental, and Dialysis. Contractor and County agree to review statistics regarding off-site specialty clinic visits to determine which, if any, additional clinics can and will be provided onsite at NCCC;

(c) Infirmary/sub-acute care on site at NCCC, pursuant to Attachment C hereto and incorporated herein by reference. Contractor shall develop a list of needed equipment, and the cost of each individual piece of equipment, for the NCCC Infirmary and provide it to the Department. Upon approval by the Department, Contractor shall purchase the listed equipment, unless the County elects to provide any equipment on the list. Once purchased, Contractor shall submit documentation of purchase and the County shall promptly reimburse Contractor. All equipment purchased by Contractor and reimbursed by the County shall become County property. Upon request of the Department, Contractor shall provide proof of delivery to NCCC of all equipment herein.

(d) All services as set forth in the Performance Indicators and Measurements, Attachment D attached hereto and incorporated herein by reference; however, there shall be a six (6) month grace period from commencement of services pursuant to this Agreement before withholds/penalties/liquidated damages may be applied;

(e) Contractor shall perform a medical and mental health intake screening on all inmates within four [4] hours of admission to NCCC. A full health assessment shall be performed within seven [7] days of admission to NCCC. Intake shall be available 24 hours / 7 days per week.

(f) Contractor shall perform sick call a minimum of [5] five days per week. A licensed physician shall be on call 24 hours per day, seven days per week for immediate access by non-physician providers. Registered Nurses shall be guided by physician-approved nursing protocols.

(g) Contractor shall have emergency services available 24 / 7, which services shall minimally include a registered nurse on site on the response team, with a licensed physician on call 24 hours per day.

(h) All patients with known or suspected chronic conditions will be seen by an HCPP for examination within seven [7] days of admission to NCCC or discovery of such condition. Contractor shall develop and maintain a chronic care disease management program consistent with nationally accepted disease guidelines and shall include a current chronic disease registry of inmates. Chronic care clinics will minimally include asthma, cardiac, diabetes, neurology, hypertension and infectious disease.

(i) Radiology services: Armor shall provide radiology services on site whenever possible. Abnormal results of significance shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days.

(j) Laboratory services: Armor shall provide laboratory services on site whenever possible. Critical results shall be reported to the HCPP within 3 hours of the finding, and the action taken shall be documented in the medical record. All other results shall be reported, addressed and documented in the medical record within five (5) days. Contractor will provide copies of all laboratory reports to the County Department of Health as required pursuant to New York State and Local Laws.

(k) 1. Mental health services shall be provided in accordance with all applicable laws and regulations including but not limited to the standards

promulgated by the New York State Commission of Correction, incorporated herein by reference, and the provisions of the DOJ Settlement (incorporated herein by reference and attached hereto as Attachment E). Patients who have routine referrals for mental health services shall be evaluated within 72 hours of referral. Emergency referrals shall be processed immediately and evaluated by the first available qualified staff.

2. Mental health staff shall conduct segregation rounds, three times weekly, in each housing area in which inmates are in administrative segregation.

3. Patients placed in mental health housing shall be seen by a clinician a minimum of once per week, and a minimum of once every two weeks by a psychiatrist. All instances of self injury shall be documented and the inmate shall be immediately assessed by the health care practitioner.

(l) Provision of Services to Sheriff's Department Personnel.

(1) First Aid. Contractor shall provide on-site first aid services to correctional personnel working at NCCC and to civilian personnel on-site, when doing so does not jeopardize the provision of inmate healthcare. In the event of an emergency, the services to be rendered by the HCPP or HCP will consist first of triage-type evaluation, then, if the patient's condition warrants, stabilization pending transfer to acute care.

(2) Medical Screening Services for Sheriff's Department Correctional Personnel. NHCC shall, on a yearly basis, offer a tuberculosis screening test (PPD) and Hepatitis B vaccination for all Sheriff's Department correctional personnel. County shall provide all supplies and vaccine. Contractor shall maintain a tracking and follow up system for all officers in the employ of the Sheriff's Department. Contractor shall participate in the administration of the Department's program to provide such medical screening and vaccinations pursuant to the protocol developed jointly by the parties hereto.

(m) Provision of Emergency Services to Visitors at NCCC. In accordance with policies and procedures to be established by Contractor, and approved by the Department, for responding to emergency healthcare situations at NCCC, in the event of an emergency, Contractor shall provide triage-type

evaluation on-site of visitors at NCCC and, if the patient's condition warrants, stabilization pending transfer to acute care.(n ) Inpatient and emergency care referrals, consistent with the established standards of care as set forth in Attachment F, annexed hereto.

(o) Pharmacy services. Contractor shall provide pharmacy services, which services shall minimally include the provision of all formulary medications, a drug utilization program and a drug formulary, which shall be subject to review and approval by the Pharmacy and Therapeutics Committee and the Sheriff's Department. Armor shall maintain a written plan for the procurement of non-formulary medications, and shall be responsible for the provision of same.

Armor shall use best efforts to obtain and maintain a Keep on Person [Inmate self medication program] medication waiver from the New York State Commission of Correction within six [6] months of the date of this Agreement.

(p) Discharge Planning: Armor shall be responsible for the discharge planning of inmates who require medical or mental health services post-discharge. Such planning shall minimally include the provision of discharge medication or prescriptions pursuant to the DOJ Settlement (Attachment E hereto), referrals for health care follow up and to the extent possible, integration into the community. Contractor shall, in advance, prepare appropriate prescriptions to be provided to inmates upon discharge in the event there is insufficient notice to provide the actual discharge medication.

(q) Substance abuse treatment: (1) Contractor shall assess all inmates at intake for drug and/or alcohol dependency and symptoms of withdrawal. All inmates w/disease or symptoms shall be referred to mental health for assessment and follow-up. (2) Contractor shall assess all inmates upon completion of drug and/or alcohol dependency withdrawal and refer patient to mental health for assessment for self harm potential.

(r) Contractor shall maintain accreditation by NCOHC of NCCC's Opioid Treatment Program (OTP) and SAMHSA certification for the Department's OTP, and shall administer the program in accordance with existing policies approved by the Department.

(s) Dental care: Armor shall provide all inmates with dental screening within [7] seven days of admission to NCCC. Services shall not include elective procedures, and shall include services for the purpose of relieving pain and/or ensuring the inmates ability to maintain proper



nutrition.

(t) Contractor shall create and implement policies and procedures, that are reviewed and approved by the Department, for all services provided pursuant to this Agreement.

(u) NCCHC Accreditation. Contractor shall provide services, consistent with this Agreement, in a manner designed to achieve NCCHC accreditation, and shall be prepared to and shall apply for such accreditation within twelve (12) months of the commencement of the provision of services pursuant to this Agreement.

(v) Hemophilia. Contractor shall be responsible to provide all necessary medical, mental health and ancillary services to inmates diagnosed with hemophilia. County shall be responsible for the costs for blood products and medicines necessary to treat hemophiliacs solely for the condition of hemophilia, or required to be utilized due to the inmate's condition of hemophilia.

In the event of a perceived or actual conflict between any of the provisions concerning services to be provided, the terms of the following related documents shall be controlling in the following order: the Agreement and Attachments C, D, E, F and G hereto; RFP #SH0723-0924; and Contractor's proposal (Attachment B hereto).

4. Reporting Requirements. Within the first ten (10) calendar days of each month, Contractor shall provide Health Contract Administrator with reports reflecting the following information:

(a) Inpatient:

- DRG discharge diagnoses (in the month following Contractor's receipt of the inpatient bill)
- # admissions and discharges
- Medical and psych inpatient costs
- ALOS medical and psych [# patients, # days]
- # outpost, # outpost days
- Prison ward utilization stats: medical and mental health
- Prison ward utilization review reports

(b) Outpatient:

- # on site and off site referrals by service
- ED run log including # referrals vs. inpatient admits, date, time, diagnosis, and referring practitioner

(c) Intake:

- # new admits screened at intake; % seen within 4 hours

- % receiving full health assessment within 7 days
- Length of stay on new admit housing

(d) On-site:

- Infirmery: Admissions by Diagnosis  
Bed utilization statistics  
% 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 stats, including # requests, # seen by RN, # seen by practitioner, total requests and % seen within 72 hours of request
- Mental health sick call stats, including # sick call requests, % seen within 72 hrs, # scheduled encounters
- # constant supervision patients and days
- self injury and suicide stats
- TB, PPD, STD and HIV statistics
- Vaccine report [Twinrix, Pneumo]
- # chronic care clinic referrals by service, % patients seen in chronic care within 7 days of admission

(e) The parties 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 medical billing, 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.

5. Quality Improvement Program.

(a). Contractor will implement a functional, interdisciplinary 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, reviews and, where appropriate, revision of performance indicators in Attachment D, internal peer review and the establishment of a Quality Improvement Committee [QIC].

(b) 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 provided to inmates at NCCC. The QIC chair may appoint sub-committees for focus 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, in person, to the Sheriff and to the Health Contract Administrator. The program will include an annual work description; a work plan; and a program evaluation. The QIC will develop written protocols for regularly providing workshops regarding the provision of medical and mental health care to clinical and administrative staff. Sub-committee and sub-committee reports shall minimally include:

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

(c) The QIP shall be developed and implemented consistent with the provisions of the DOJ Settlement (Attachment B).

(d) There shall be a utilization review committee responsible for [a] credentialing and review, [b] utilization review, [c] compliance, and [d] patient satisfaction. These programs/ shall submit reports on a monthly and/or quarterly basis to the Health Contract Administrator.

6. Payment. (a) Amount of Consideration. (1). The base compensation amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first twelve (12) months shall be Eleven Million Two Hundred Eighty Thousand and Five Dollars (\$11,280,005.00); or Ten Million Five Hundred Thirty Thousand and Five Dollars (\$10,530,005.00) should County wish to have Armor process all offsite claims and the County pay them directly.

(2) In addition to the base compensation, the County shall pay Three and Sixty-four/one hundredth Dollars (\$3.64) per diem for each inmate, who is in custody of the Department for more than four hours, in excess of 1650 average daily population.

(3) Offsite Services: Cost-sharing. The County and the Contractor shall share the cost of Offsite Services that exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The shared costs shall be calculated using a two-step process:

During the first year of this Agreement:

(i) On any bill for Offsite Services that does not exceed Fifty Thousand

Dollars (\$50,000.00) per Inmate, the Contractor shall pay sixty percent (60%) and the County shall pay forty percent (40%).

(II) On any costs that exceeds Fifty Thousand Dollars (\$50,000.00) per Inmate, The Contractor shall pay the first Fifty Thousand Dollars (\$50,000.00), and the County shall pay the remaining portion of the costs.

(III) Shared savings if offsite costs are less than \$750,000. for

[Example for Cost-sharing Provisions: Offsite Services for the year are \$2,000,000. County already paid Contractor \$750,000, which brings the remaining costs to \$1,250,000. Four Inmate's Inpatient costs are \$75,000 each, which totals \$300,000. That amount is deducted from the \$1,250,000, which brings the overage to \$950,000. Contractor will absorb \$570,000; the County will be responsible for \$380,000. With respect to the \$300,000, Contractor will absorb \$200,000; the County will be responsible for \$100,000. ]

(b) Amount of Consideration: Second Year. (1) For the second year of this Agreement, the base compensation amount and per diem shall be adjusted by the annual CPI (Consumer Price Index), Medical care Expenditure category for the Northeast Region or four percent (4%), whichever is lower.

(2) County and Contractor shall renegotiate the cost-sharing formula for Offsite Services, but in no event shall Contractor's cost-sharing responsibility be less than Fifty-Thousand Dollars (\$50,000.00) as described in (a) (3) (II) above, or less than 60% as described in (a) (3) (I):

(c) Amount of Consideration: Renewal Periods. Should the County exercise its option to renew this Agreement, the parties shall renegotiate the base compensation, per diem rate and average daily population cap, and cost-sharing payment terms based upon the increase or decrease in actual costs incurred during the previous year, and the CPI. Such negotiations shall occur at least sixty days prior to the end of the current contract year.

(d) Payments shall be made as follows: Contractor shall submit a County Claim Voucher for payment for two (2) months of services upon commencement of services pursuant to this Agreement, and the County shall pay said Voucher within sixty (60) days from receipt. At the start of each subsequent month, Contractor will submit a County Claim Voucher for payment, and the County shall pay said Voucher within sixty (60) days from receipt. Payment adjustments for assessments against Contractor as reflected in the Performance Indicators and Measurements, Attachment D hereto, per diems etc, shall be included in the subsequent month's claim voucher.

(e) Should there be any change in Law, or any change in applicable standards, that has a substantive impact on the delivery of Services pursuant to this Agreement, or

a change in the scope or delivery of services requested of the County, that results in increased or decreased costs to the Contractor, the parties hereto agree to discuss and make any necessary adjustments.

(f) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(g) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. Notwithstanding the foregoing, Contractor must submit claims for any offsite services provided at the Nassau University Medical Center (NUMC) within two (2) months of receipt of the NUMC invoice. With respect to claims based on subcontractors' services, Contractor must submit said claims within two (2) months of receipt of said invoices, but in no event more than six (6) months from the date the service was provided.

(h) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(i) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

7. 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).

8. 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.

9. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to HIPAA, those relating to conflicts of interest, discrimination, 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 vendor 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, the occurrence of which shall be 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 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. 1. 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 Department.

2. Contractor agrees to maintain the confidentiality of all information obtained in the course of the performance of Services pursuant to this contract 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.

10. 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.

A failure to promptly conduct such background checks, through no fault of Contractor, shall be factored into Contractor's staffing requirement pursuant to Attachment D.

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and

all liabilities, losses, costs, expenses including, without limitation, 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 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 or willful misconduct of the of the Indemnified parties.

Contractor shall have control of the defense and settlement of such claim or related action, provided that Contractor shall not settle such claim or related action in a manner which imposes any obligation on County without the prior written consent of County (which consent shall not be unreasonably withheld). County shall be entitled to engage counsel at its sole expense to consult with Contractor and Contractor's legal representatives with respect to the defense of the claim and related action.

(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, further to the Contractor's indemnification obligations, 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 and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) County shall make all records relating to this Agreement available to Contractor for purposes of investigation and defending any claim arising out of or relating to services provided under this Agreement, and Contractor shall make all records relating to this Agreement available to County for purposes of investigation and assisting in the defense of any claim arising out of or relating to services provided under this Agreement.

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

12. 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 certificates of insurance 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 claim and Five million



dollars (\$5,000,000) aggregate coverage, (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 and Five million dollars (\$5,000,000) aggregate coverage, (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 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 to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified above. The insurer shall be in good standing within the state of Georgia through the Insurance Commissioner's Office and must be rated "A" or better, with AM Best Company. 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 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 (\$1,000,000.00) per claim and Three Million dollars (\$3,000,000.00) aggregate coverage. Contractor shall provide County with copies of such certificates of insurance for any and all subcontractors.

(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 Department. 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 Department of the same and deliver to the Department 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 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 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.

13. Assignment; Amendment; Waiver; Subcontracting. 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.

14. 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 (v) 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.

15. 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 Comptroller, the Department, 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.

16. 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; unless the action or special proceeding is based on intentional tortious acts, in which case it must occur within one (1) year from Contractor learning of such intentional act, but in no event later than two years from an occurrence pursuant to (i) herein.

17. Work Performance Liability. (a). The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with 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.

(b) Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused, without limitation, by strikes, inmate disturbances, acts of public enemy, fire, flood, earthquakes, hurricanes, failure of transportation, explosion, war, embargo, government regulation, civil or military authority or acts of God.

18. 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.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Sheriff at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included: Severability; Supremacy. (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. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$ 533.00) 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.


24. 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 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).

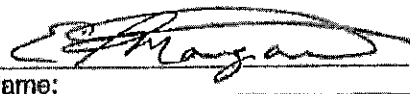
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

ARMOR CORRECTIONAL HEALTH SERVICES OF  
NEW YORK, INC.

By:   
Name: Ken Palumbo  
Title: COO  
Date: 3-17-2011

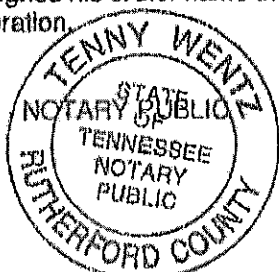
NASSAU COUNTY

By:   
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: 5-5-2011

PLEASE EXECUTE IN BLUE INK

~~Tennessee~~  
STATE OF NEW YORK  
COUNTY OF ~~NASSAU~~ )ss.:  
Williamson

On the 17<sup>th</sup> day of March in the year 2011 before me personally came Kenneth Palombo to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Williamson; that he ~~or she~~ is the COO of Armon Correctional Center, the corporation described herein and which executed the above instrument; and that he ~~or she~~ signed his ~~or her~~ name thereto by authority of the board of directors of said corporation.



Tenny Wentz 3-17-11  
My commission expires  
August 18, 2012

STATE OF NEW YORK  
COUNTY OF ~~NASSAU~~ )ss.:  
Nassau

On the 5 day of May in the year 2011 before me personally came Ediges R. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

A handwritten signature of Brian R. Nevin.

Brian R. Nevin  
Notary Public - State of New York  
Albany County  
No. 01NE6188908  
Exp. 06/16/2012

**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 (i) 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.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

\_\_\_\_\_Bruce A. Teal\_\_\_\_\_ (Name)

\_\_\_\_\_4960 72<sup>nd</sup> S.W., Suite 400, Miami, FL 33155\_\_\_\_\_ (Address)

\_\_\_\_\_305 662 8522\_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X 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 against the Contractor, describe below:

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor 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. Contractor 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.

3/18/11  
Dated

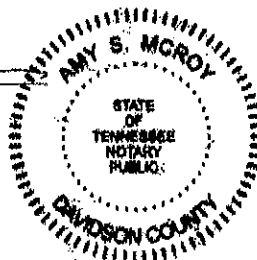
  
Signature of Chief Executive Officer

Bruce A. Teal  
Name of Chief Executive Officer

Sworn to before me this

10<sup>th</sup> day of March, 2011.

  
Notary Public



CLCC17000002



# CERTIFICATE OF LIABILITY INSURANCE

ARMOR-1

OP ID: DK

DATE (MM/DD/YYYY)

11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Qualitas Insurance Group 4960 SW 72 Avenue Suite 211 Miami, FL 33155 Nicholas Valverde		<b>CONTACT NAME:</b> Destiny Kaiser <b>PHONE (A/C, No, Ext):</b> 786-542-9188 <b>E-MAIL ADDRESS:</b> dkaiser@q-ig.com <b>FAX (A/C, No):</b> 786-801-1163															
<b>INSURED</b> Armor Correctional Health Services, Inc. 4960 SW 72nd Ave, Suite 400 Miami, FL 33155		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ProAssurance Specialty</td> <td>10179</td> </tr> <tr> <td>INSURER B: Ironshore Speciality Ins Co</td> <td>25445</td> </tr> <tr> <td>INSURER C: Landmark American</td> <td>33138</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ProAssurance Specialty	10179	INSURER B: Ironshore Speciality Ins Co	25445	INSURER C: Landmark American	33138	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: ProAssurance Specialty	10179																
INSURER B: Ironshore Speciality Ins Co	25445																
INSURER C: Landmark American	33138																
INSURER D:																	
INSURER E:																	
INSURER F:																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ES1855 ES1855	12/01/2016 12/01/2016	12/01/2017 12/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		005861789	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability	X	LHZ760787	12/01/2016	12/01/2017	Ea Claim 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with respect to general and professional liability as required by written contract but only with respect to medical professional services performed by the named insured or an additional named insured at a scheduled location. Subject to policy terms, conditions, and exclusions. Contract Start Date: 6/1/11

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Correctional Facility 100 Carmen Ave East Meadow, NY 11554	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.