

AGREEMENT

This agreement ("Agreement"), effective upon the date of its full execution ("Effective Date"), is between the Oneida Indian Nation (hereafter "Nation"), a federally recognized Indian Nation with offices at 2037 Dream Catcher Plaza, Oneida, New York 13421, and the County of Oneida ("County"), a New York municipal corporation with its principal offices at 800 Park Avenue, Utica, New York 13501. The Nation and the County are each a "Party" and together, the "Parties."

WITNESSETH:

WHEREAS, the Oneida Indian Nation Court ("Nation Court") exercises its jurisdiction over criminal cases in compliance with federal law, the Indian Civil Rights Act, 25 U.S.C. §§ 1301-04; and

WHEREAS, the Nation lacks a tribal correctional facility in which to house criminal defendants remanded by Nation Court; and

WHEREAS, the County owns and operates the Oneida County Correctional Facility and provides for the confinement of defendants awaiting or standing trial and certain prisoners convicted to a sentence of incarceration; and

WHEREAS, the Parties wish to enter into this Agreement for the confinement at the Oneida County Correction Facility of adult inmates remanded by Nation Court.

NOW, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement Monitor" means an employee designated by the Nation as the official liaison between the Nation and the County on all matters pertaining to the operation and management services of the Facility as regards this Agreement.

"Facility" means the Oneida County Correctional Facility located at 6075 Judd Road, Oriskany, New York 13424.

"Inmate" means any person over the age of 18 years lawfully incarcerated in the Facility pursuant to an order of the Nation Court.

"Inmate Day" means each day of an Inmate's time of incarceration at the Facility as determined by the Nation Court.

"Institutional File" means a record containing information specific to an Inmate, including classification data, disciplinary information and grievance information, among other things.

“Operating Requirements” means all applicable federal, state and local laws, including the rules and regulations of the New York State Commission of Correction, any applicable court orders, and this Agreement. If there exists a difference between any of these, the higher standard shall be followed.

“Per Diem” means the amount to be paid by the Nation to the County for each Inmate Day.

ARTICLE 2 - TERM OF THE AGREEMENT

2.1 Term. The term of this Agreement shall commence upon the Effective Date and continue for three (3) years. Either Party may terminate this Agreement for any reason upon ninety (90) days’ written notice to the other Party. The Agreement may be renewed for up to two (2) additional three (3) year periods upon written agreement of the Parties.

ARTICLE 3 - INMATES

3.1 Reservation of Space for Confinement. The County agrees to reserve space at the Facility to confine a minimum of one female and one male Inmate.

3.2 Requests for Confinement. If the Nation requests the County to confine any individual in excess of the reserved spaces agreed to in Section 3.1 above, the Nation shall submit to the County a request for the confinement of the individual at the Facility, along with the Nation Court order or judgment and all available criminal history, conduct, and medical records of the individual to the extent the same are in the possession of the Nation Court. Within forty-eight (48) hours, the County shall approve or deny the request for confinement and such determination shall be based upon the County’s reasonable review of the capacity and capability of the Facility to confine the individual for the term of his or her sentence.

3.3 Transportation of Inmates to Facility. The Nation, at its expense, will transport all Inmates approved by the County to the Facility, along with:

- a) Copies of each Inmate’s Institutional File;
- b) Copies of commitment or other judicial orders pertaining to each Inmate; and
- c) Copies of each Inmate’s medical records, to the extent the Nation Court has those records.
- d) Any funds due to the transferred Inmate, which will be sent to the Facility to be credited to such Inmate’s account within seven (7) days of his or her transfer.

3.4 Admission. Upon an Inmate’s arrival at the Facility, the County shall admit, classify, and house such Inmate according to its admission and classification procedures. A copy of the County’s admission and classification intake is attached hereto as **Exhibit A**. In order to facilitate admission and classification of Inmates, the Nation agrees to provide the County with information relevant to such admission and classification to the extent Nation Court has the same in its possession and is lawfully able to disclose the same to the County.

3.5 County Rescission of Confinement. The County may in its reasonable discretion, deliver to the Nation a notice rescinding the confinement of any Inmate and within thirty (30) days of such notice the Nation shall accept the applicable Inmate at the Nation Police Department.

3.6 Nation Rescission of Confinement. The Nation may at any time deliver to the County a notice rescinding the confinement at the Facility of any Inmate, such notice being duly certified by the Nation Representative(s). Upon the receipt of such a notice, the County shall within a reasonable time transfer the Inmate to the Nation, such transfer to occur either at the Facility or such other place as agreed between the Parties, such transfer being at the Nation's sole expense.

3.7 Completion of Sentence. The County Jail Records Unit shall document the admission of each Inmate and the duration of his or her confinement. It shall on a regular basis furnish such information to the Nation for sentence computation purposes as may be required by the Nation. The Nation shall make all final decisions regarding sentence computation. On a monthly basis the Nation will furnish the release date (as may be adjusted by the Nation) for each Inmate at the Facility. Upon the completion of an Inmate's sentence, the County shall discharge the Inmate from the Facility to the Nation, for pickup at the Facility at the Nation's sole expense. All funds and personal property of such Inmate shall be returned to the Inmate.

3.8 Removal from Facility. The County shall not remove an Inmate from the Facility without first providing written notice to the Nation. This prohibition shall not apply to health care or mental health care treatment, or emergency situations such as fire, flood, earthquake, or other catastrophe or conditions presenting imminent danger to the safety of the Inmate.

ARTICLE 4 - OPERATION OF FACILITY

4.1 General Duties. The County shall maintain and operate the Facility in compliance with the Operating Requirements. The County shall treat all Inmates in the same manner as all other persons confined or detained at the Facility, affording Inmates the same benefits and subjecting them to the same restrictions as any other person confined or detained at the Facility.

4.2 Medical/Mental Health. The County shall provide Inmates with all medical and mental health treatment as may be required by the Operating Requirements and to the same extent provided to any other person confined or detained at the Facility, at the nation's sole cost and expense. Additionally, the Nation shall pay for:

- a) The cost of providing hospital security and medical transports to be paid at the Facility's rate at the time of hospitalization.
- b) All out-patient, medical (including emergency room care where the Inmate is not admitted to the hospital), mental health and dental expenses incurred away from the Facility.
- c) One hundred percent (100%) of all non-elective inpatient medical expenses and outpatient surgical expenses and all autopsies.
- d) All HIV or AIDS related inpatient and outpatient medical costs and the cost of providing AZT or other medications therapeutically indicated for the treatment of

Inmates with HIV or AIDS. The County shall notify the Nation of any Inmate diagnosed with HIV or AIDS within seven (7) days.

- e) Except in an emergency when an Inmate is to be hospitalized or scheduled for outpatient care the County will, subject to all laws concerning the keeping and release of health and personally identifiable information, notify the Nation of the nature of the illness or medical condition and recommended course of treatment within twenty-four (24) hours of first learning of the need for the treatment. In an emergency, the County may make appropriate arrangement for treatment and notify the Nation as soon thereafter as practicable, and in all events within twenty-four (24) hours.
- f) The Nation shall not be responsible for the payment of elective or experimental medical procedures or for medical care adjudged to be the sole result of negligence or misconduct on the part of the County, its officers, employees, or subcontractors.
- g) Inmates shall pay for any over-the-counter medication.

4.3 Death of an Inmate. The County will follow all applicable Operating Requirements regarding the death of any Inmate at the Facility, including the disposition of the Inmate's body. In addition, the County will immediately notify the Nation of any Inmate death and forward a certified copy of the death certificate and the Inmate's Institutional File to the Nation.

4.4 Jail Intelligence Unit. All Inmates shall be subject to assessment and investigation by the County Jail Intelligence Unit in the same manner as all other persons confined at the Facility, and such unit may conduct all investigatory, documentary, relocation, and other functions necessary to ensure the safety of all persons at the Facility.

4.5 Services, Programs, Visitation. The County shall provide Inmates with the same programs, legal services access, occupational training, work opportunities, religious facilities, recreational facilities, telephone and computer access, clothing, commissary, mail, visitation privileges, and such other services, programs and privileges as may be provided to all other persons confined at the Facility.

4.6 Access to Courts. The County shall provide Inmates with meaningful access to Nation or other courts, and sufficient equipment and materials, as necessary to comply with the Operating Requirements. The Nation shall provide access to any Nation legal materials required to meet the Operating Requirements.

4.7 Institutional Records. The County shall maintain all records of each Inmate in accordance with County recordkeeping practices and the Operating Requirements. Upon request, all records, reports and documents related to Inmates, including Inmate work records, shall be made available immediately to the Agreement Monitor for review. When an Inmate is transferred from the Facility, the record provided by the Nation and additional information compiled while the Inmate was at the Facility will be forwarded to the Nation.

4.8 Transportation. The County will transport Inmates to and from medical appointments and emergency medical care within fifteen (15) miles of the Facility. All costs of

such transportation will be the responsibility of the Nation and will include the hourly rate of pay of the transporting employee, including overtime and benefits, and mileage at the Internal Revenue Service standard mileage rate. The Nation will provide transportation of Inmates to and from Nation, state, and federal court appearances.

4.9 Inmate Discipline and Crimes. The County shall discipline Inmates according to the County's rules and procedures and the Operating Requirements. In the event that an Inmate commits a crime at the Facility, the Nation agrees that such Inmate shall be investigated, prosecuted, convicted and sentenced in accordance with United States or New York State law, as applicable, and that any such sentence may increase the term of the Inmate's imprisonment. In the event that a United States or New York State sentence of incarceration is imposed concurrently with a Nation sentence of imprisonment for such Inmate, the Nation shall continue to pay the County for the confinement of such Inmate throughout the term of his or her sentence of imprisonment under Nation law. In the event that a United States or New York State sentence of incarceration is imposed consecutively with a Nation sentence of imprisonment for such inmate, the Nation shall pay the County for the confinement of such Inmate only for the term of his or her imprisonment under Nation law.

4.10 Escapes. The County shall take all measures to prevent Inmate escape from the Facility, and to recapture and return such Inmate to the Facility, as may be required by the Operating Requirements. An Inmate who escapes the Facility and is recaptured shall be returned to the Facility by the County, at its expense if the recapture occurs in New York State. If, however, such an Inmate is recaptured in a state other than New York State or in a foreign country, the recaptured Inmate shall be returned to the Facility by the Nation, at its sole expense. The County will report escapes to the Nation pursuant to the provisions of this Agreement.

4.11 Reporting. The County shall provide the following reports to the Agreement Monitor:

- a) Incident Reports. The County shall mail or email to the Agreement Monitor a report describing the occurrence of any of the following events:
 - 1. Inmate escape;
 - 2. Use of force against an Inmate in which there is any injury requiring medical treatment or death;
 - 3. Use of deadly force against an Inmate;
 - 4. Any assault of an Inmate known to the County in which there is any injury requiring medical treatment;
 - 5. Any riot occurring in the same housing unit of the Inmate that is not brought under control within fifteen (15) minutes;
 - 6. Death of an Inmate;
 - 7. The sexual assault or rape of an Inmate, if known to the County;

8. Property destruction rendering the living unit of the Inmate uninhabitable;
 9. A hostage situation involving the Inmate; or
 10. The use of chemical agents against the Inmate requiring medical treatment.
- b) Disciplinary Reports. The County shall mail to the Agreement Monitor a report whenever any discipline is used against the Inmate for conduct that is considered a crime under United States or New York State law.
- c) Other Reports. The County shall furnish any other reports concerning Inmates as reasonably requested by the Nation.
- d) Coordination. The County and the Nation will provide each other with a list of names, phone numbers, email addresses, and fax numbers for personnel to whom inquiries regarding fiscal, medical and operations matters should be directed.

4.12 Public Information. The County may release matters of public record regarding Inmates. Requests for public information which the Facility does not possess, and requests for information that is not a matter of public record, shall be referred to the Nation. The County may release pictures of escaped Inmates to law enforcement and the media.

ARTICLE 5 - EMPLOYEES

5.1 Independent Contractor. In the performance of this Agreement the County and its officers, agents and employees are and shall be independent contractors and, subject to the terms of this Agreement, shall have the sole right to manage, control, operate and direct the County's performance under this Agreement. The County's officers, agents and employees shall not as a result of this Agreement accrue leave, retirement, insurance, bonding, or any other benefit afforded to the employees of the Nation. The County and its officers, agents, and employees shall not be considered employees of the Nation.

ARTICLE 6 - COMPENSATION AND ADJUSTMENTS

6.1 Payment. In exchange for providing the services described herein, the Nation shall pay to the County the following:

- a) For each Inmate Day, the sum of One Hundred Ten Dollars and Zero Cents (\$110.00) per day ("Per Diem"); and
- b) All reimbursable expenses set forth in this Agreement.

6.2 Billings. The County shall send a statement to the Nation on the tenth day of each month detailing the number of Inmate Days which occurred during the previous month, and detailing all other expenses which are the responsibility of the Nation. The Nation shall pay all amounts so billed within thirty (30) days from receipt of the bill by the Nation.

6.3 Billing Disputes. If the Nation disputes any amount billed to the Nation, then on or before the date the bill is payable the Nation shall advise the County of the basis for the dispute and pay the amount of such invoice that is not in dispute. The Parties shall then attempt to resolve such dispute within thirty (30) days. If the Parties do not resolve such dispute within thirty (30) days, the County may notify the Nation of a default of this Agreement as set forth in the default provisions of this Agreement.

6.4 Compensation Adjustments/Change in Scope of Services. The Nation and the County recognize that they have entered into this Agreement based upon current Operating Requirements. Should a change occur which necessitates a change in the scope of services furnished hereunder so as to increase or decrease the cost of operating and managing the Facility or performing other services contemplated in this Agreement, then either Party may present documentation to the other to support a change in the Per Diem. Thereafter, the Parties will use their best efforts to agree upon a mutually acceptable increase or decrease in the Per Diem. If mutually agreed, any change in the Per Diem may be retroactive to the date the initial costs were incurred. Any change in the Per Diem, however, must be memorialized in writing and signed by both Parties. If the Parties cannot agree on a compensation adjustment within sixty (60) days, either Party may initiate resolution through dispute procedures provided herein.

6.5 Taxes. The County shall pay all local, state and federal taxes, if any, associated with the operation of the Facility.

6.6 Utility Charges. The County shall pay all utility charges incurred by the Facility.

ARTICLE 7 - LEGAL PROCEEDINGS, INDEMNIFICATION & INSURANCE

7.1 Indemnification by the Nation. The Nation will indemnify, hold harmless, and at the County's election defend, the County, its officers, agents, and employees from and against any and all claims, demands, actions, suits, proceedings, damages, liabilities, losses, settlements, judgments, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees (collectively, "Claims") actually or allegedly arising, whether directly or indirectly, from or related to:

- a) Any challenge by an Inmate to his or her judgment of conviction, the administration of the sentence imposed, the legality of such Inmate's transfer to or confinement at the Facility, or the conditions of inmate's confinement at the Facility, including without limitation any appeals, petitions for any common law writ or its statutory equivalent, or civil action concerning the foregoing;
- b) Any violation of law, or breach or default on the part of the Nation in the performance of this Agreement, and any claims arising out of an act or omission of the Nation, its officers, agents, or employees;
- c) Any bodily injury or death of the Inmate except to the extent adjudged to have resulted solely from the negligence or willful misconduct of the County or its officers, employees, or agents; and
- d) Any third-party Claims which arise out of, relate to, or result from this Agreement, except to the extent adjudged to have resulted solely from the negligence or willful misconduct of the County or its officers, employees, or agents.

7.2 Notice of Claims. Within seven (7) days after receipt of a Claim arising out of or related to this Agreement, the receiving Party shall notify the other Party of such claim in writing, provided, however, that the provision of such notice shall not be a condition to the Nation's indemnification obligations described herein, and the failure to provide such notice shall not excuse such indemnification obligations unless adjudged to have materially prejudiced the Nation.

ARTICLE 8 - DEFAULT AND TERMINATION

8.1 Nation Default. Each of the following shall constitute a material breach of this Agreement on the part of the Nation:

- a) Non-Payment. Failure by the Nation to make payments to the County under this Agreement within thirty (30) days after such payment is due, except for such payments as may be the subject of a valid dispute between the Parties and said dispute is being actively negotiated or attempted to be resolved.
- b) Material Breach. The persistent or repeated failure or refusal by the Nation to substantially fulfill any of its obligations under this Agreement.

8.2 County Default. The persistent failure or refusal by the County to substantially fulfill any of its obligations under this Agreement shall be a material breach of this Agreement by the County.

8.3 Force Majeure. Neither Party shall be in breach of this Agreement if its obligation to perform hereunder is prevented by: (a) an act of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), (d) terrorist threats or acts, (e) riot or other civil unrest; (f) law or action of any governmental agency; (g) national, regional, or local emergency; (h) strikes or labor stoppages; or (i) other similar events beyond the reasonable anticipation of the impacted Party.

8.4 Notice and Opportunity to Cure. A material breach of this Agreement by either Party shall constitute an Event of Default if:

- a) The Party asserting a breach first notifies the other Party in writing that a default or defaults exist(s) which, unless corrected or timely cured will constitute a material breach of this Agreement on the part of the Party against which a breach is asserted; and
- b) The breaching Party has not within fifteen (15) days cured such breach, or alternatively if the breach cannot be cured within fifteen (15) days but can be cured through an on-going effort on the part of the breaching Party, the breaching Party has not within fifteen (15) days submitted, and the non-breaching Party has approved in writing, a plan for curing the breach within a reasonable period of time, not to exceed six (6) months.

8.5 Subject to the foregoing, upon the occurrence of an Event of Default either Party shall have the right: (a) terminate this Agreement immediately; or (b) pursue any remedy it may have at law or in equity.

8.6 Waiver. No waiver of any breach of any of this Agreement shall be effective unless the same shall be in writing and signed by the Party which granted the waiver; and no waiver of any breach of this Agreement shall constitute waiver of any other or subsequent breach of this Agreement.

ARTICLE 9 - MISCELLANEOUS

9.1 Limited Waiver of Sovereign Immunity. The Nation grants the County a limited waiver of sovereign immunity solely for the purpose of enforcing the terms of this Agreement in accordance with the arbitration provision set forth in Section 9.2 below. Nothing contained in this waiver shall be construed to confer any benefit, tangible or intangible, on any person or entity not a party to this Agreement, or as a waiver with respect to any such third party person or entity.

9.2 Disputes. Subject to Section 9.1 above, the Nation and the County agree that any controversies, disputes or claims arising out of this Agreement shall be submitted to binding arbitration for final resolution. The arbitration shall be conducted by a neutral arbitrator who shall be selected in accordance with the procedures set forth in the Commercial Rules of the American Arbitration Association (the "AAA"). The arbitration hearing shall take place in a mutually agreed to location in the State of New York and shall be conducted in accordance with the Commercial Rules of the AAA in effect at the time of such controversy, dispute or claim. The Nation and the County agree that enforcement of any arbitration award may be brought in United States court located in the Northern District of New York pursuant to the Federal Arbitration Act.

9.3 No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity, including any Inmate, as a third-party beneficiary under any statutes, laws, codes, ordinances or otherwise.

9.4 Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of New York.

9.5 Assignment. Neither Party may assign, transfer, sublet, convey, or otherwise dispose of this Agreement or of its right, title, or interest herein, or its power to execute the same, to any other person or corporation without the previous consent in writing of the other Party.

9.6 Scope of Agreement. This Agreement incorporates all the agreements, covenants and understandings between the Parties. No prior agreement or understandings, verbal or otherwise, of the Parties or their officers, employees, or agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by mutual consent of the parties in writing.

9.7 Notices. All notices and billings required by this Agreement shall be mailed by certified mail, return receipt requested, to:

For the Nation:

Chief Operating Officer
Oneida Indian Nation
5218 Patrick Road
Verona, New York 13478

With a copy to:

General Counsel
Oneida Indian Nation Legal Department
5218 Patrick Road
Verona, New York 13478

For the County:

Oneida County Attorney
800 Park Avenue
Utica, New York 13501

9.8 Advice of Counsel. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

9.9 Survival. The provisions of this Agreement which by their terms or nature call for performance subsequent to termination of this Agreement, including but not limited to the provisions concerning indemnification, shall survive the termination of this Agreement whether or not such provisions expressly state that they shall so survive.

9.10 Severability. To the extent that any provision of this Agreement is adjudged invalid or unenforceable, the remaining provisions of this Agreement shall continue as valid and enforceable.

9.11 Authority. Each Party represents to the other that: (a) it has the authority to execute, deliver and perform this Agreement; (a) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary tribal or municipal action and no such further action is required; and (c) it has duly and validly executed and delivered this Agreement.

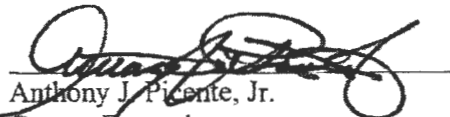
9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

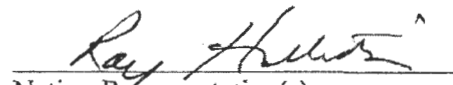
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representatives to execute this Agreement.

COUNTY OF ONEIDA:

ONEIDA INDIAN NATION:


Anthony J. Picente, Jr.
County Executive


Nation Representative(s)

Date: 5-23-24

Date: 5/23/24

Approved:



Amanda Cortese-Kolasz
County Attorney

Exhibit A

INITIAL SCREENING

NAME: _____ SSN: ____-____-____ DOB: ____/____/____

RACE: BLK / WHI / N AMER / ASIAN / OTHER SEX: MALE FEMALE ETHNICITY: HIS / NON-HIS

BOOKING TYPE: Full booking or Housed in HOUSED FOR: _____

CUSTODY STATUS: _____

ADMISSION

CELL: _____ SEARCH DEP: _____ BOOKING
DEP: _____

DATE: ____/____/____ TIME: ____:____ TRANSPORT OFF.: _____

TRANSPORT DATE: ____/____/____ TRANSPORT TIME: ____:____
AGENCY: _____

COMMENTS: _____

PERSONAL

PHONE #:() -
ADDRESS: _____

CITY: _____ STATE: _____
ZIP: _____

CITY OF BIRTH: _____ STATE OF BIRTH: _____

COUNTRY OF BIRTH: _____ US CITIZEN: Y / N

MARITAL STATUS: _____ RELIGION: _____
SCHOOLING: _____

NYSID #: _____ FBI #: _____

PHYSICAL INFO

BUILD: _____ HEIGHT: _____ WEIGHT: _____ EYE: _____

HAIR: _____ COMPLEXION: _____ FACIAL HAIR: _____ GLASSES: Y / N

SCARS: _____

TATTOOS: _____

EMPLOYERS

NAME: _____ ADDRESS: _____

PHONE #: _____ CURRENT EMPLOYER: YES/NO

EMERG. CONTACT

NAME: _____ RELATIONSHIP: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE #: () - _____

CHARGES / HOLDS

STATUTE / PL #: _____ CHARGE DESCRIPT: _____ CLASS: _____

CHARGE DATE: _____ DK / IND #: _____

COURT: _____

JUDGE: _____ NEXT COURT DATE: ____/____/____ TIME: ____:____

BAIL /

BOND: _____ COMMENTS: _____

SENTENCE INFO.

SENT. TYPE: _____ INMATE STATUS: _____

DATE: ____/____/____

TIME: ____:____ LENGTH: _____ COMMENTS: _____

HOLDS

DATE LODGED: ____/____/____ HOLD TYPE: _____

ORIGINATING AGENCY: _____

COURT: _____ JUDGE: _____ COURT DATE: _____

COMMENTS: _____

PROPERTY

MONEY: _____

PROPERTY: _____

JEWELRY: _____

OTHER: _____

MEDICAL

ALLERGIES: _____

**MEDICAL
PROBLEMS:** _____

INJURIES: _____

INSURANCE: _____

INMATE SIGNATURE: _____ **DATE:** ____/____/____

DEPUTY'S SIGNATURE: _____ **DATE:** ____/____/____

SUICIDE PREVENTION SCREENING GUIDELINES

DETAINEE'S NAME	SEX	DATE OF BIRTH	MOST SERIOUS CHARGE(S)	DATE	TIME
NAME OF FACILITY		NAME OF SCREENING OFFICER		Detainee showed serious psychiatric problems during prior incarceration YES _____ NO _____	
Check appropriate column for each question					
			Column A YES	Column B NO	General Comments/Observations All "YES" Responses Require Note to Document
OBSERVATIONS OF ARRESTING/TRANSPORTING OFFICER					
1. Arresting or transporting officer believes that detainee may be a suicide risk. If YES, notify supervisor.					
PERSONAL DATA			No Family Friends		
2. Detainee lacks support of family or friends in the community.					
3. Detainee has experienced a significant loss within the last six months (e.g., loss of job, loss of relationship, death of close family member).					
4. Detainee is very worried about major problems other than legal situation (e.g., serious financial or family problems, a medical condition or fear of losing job).					
5. Detainee's family member or significant other (spouse, parent, close friend, lover) has attempted or committed suicide.					
6. Detainee has history of drug or alcohol abuse. (Note drug and when last used.)					
7. Detainee has history of counseling or mental health evaluation/treatment. (Note current psychotropic medications and name of most recent treatment agency.)					
8. Detainee expresses extreme embarrassment, shame, or feelings of humiliation as result of charge/incarceration (consider detainee's position in community and shocking nature of crime). If YES, notify supervisor.					
9. Detainee is thinking about killing himself. If YES, notify supervisor.					
10a. Detainee has previous suicide attempt. (Explore method and check for scars.)					
b. Attempt occurred within last month. If YES, notify supervisor.					
11. Detainee is expressing feelings of hopelessness (nothing to look forward to). If YES, notify supervisor.					
12. This is detainee's first incarceration in lockup/jail.					
BEHAVIOR/APPEARANCE					
13. Detainee shows signs of depression (e.g., crying, emotional lability).					
14. Detainee appears overly anxious, panicked, afraid or angry.					
15. Detainee is acting and/or talking in a strange manner (e.g., cannot focus attention; hearing or seeing things which are not there).					
16a. Detainee is apparently under the influence of alcohol or drugs.					
b. If YES, is detainee incoherent, or showing signs of withdrawal or mental illness? If YES to both a & b, notify supervisor.					
TOTAL Column A _____					
Officer's Comments/Impressions					
ACTION					
If total checks in Column A are 8 or more, or any shaded box is checked, or if you feel it is necessary, notify supervisor and institute constant watch.					
Supervisor Notified:		YES _____	NO _____		
Constant Supervision Instituted:		YES _____	NO _____		
Detainee Referred to Medical/Mental Health:		If YES:		NON-EMERGENCY	
YES _____ NO _____		medical _____		medical _____	
		mental health _____		mental health _____	
Signature and Badge Number of Screening Officer: _____					
Medical/Mental Health Personnel Actions: (To be completed by medical/MH staff)					

Over

ONEIDA COUNTY CORRECTIONAL FACILITY

ORISKANY, NEW YORK 13424

Initial Risk Assessment

Booking Number

Name

CHN :

SEQ NUM:

INMATE QUESTIONNAIRE	RESPONSE	EXPLANATION
1. Does the inmate have any visible injuries?	No	
2. Does the inmate have any medical conditions requiring ongoing or immediate treatment?	No	
3. Does the inmate appear to have any mental and/or physical handicaps?	Yes	
4. Does the inmate have a history of mental illness or treatment?	Yes	
5. Does the inmate possess potential for self injury and/or suicide?	Yes	
6. Does the inmate have a history of detention or incarceration, including but not limited to hostile relationships with other inmates?	No	
7. Is the inmate currently taking any medications?	No	
8. Does the inmate have any medications in his/her possession?	No	
9. Is the inmate's appearance and behavior normal?	No	
10. Does the inmate appear to be under the influence of drug or alcohol?	No	
11. Does the inmate have a history of drug and/or alcohol abuse?	No	
12. Has the inmate had any prior charges and/or criminal convictions?	Yes	
13. Does the inmate have any other information that would concern his/her safety and/or welfare?	No	
14. Has the inmate been previously incarcerated?	No	
15. What was the age of the inmate when he/she was first arrested?		
16. How many times has the inmate been arrested in the past?		
17. Has the inmate served in the military?	No	
18. Is the inmate currently pregnant?	No	

Booking Number

Name

CHN :

SEQ NUM:

Refer to medical services provider

Medical Staff Member Notified: TEST, TEST

Date Notified:

Refer to mental health services

Mental Health Staff Member Notified:

Date Notified:

Summary of Initial Risk Assessment

I certify the above information is supplied by me and that it is true and complete to the best of my knowledge

Signature of Inmate

Date

Authorization for Medical Treatment

I, _____ hereby authorize ONEIDA COUNTY CORRECTIONAL FACILITY to provide me with medical and health care while I am incarcerated in the ONEIDA COUNTY CORRECTIONAL FACILITY. This authorization will be effective until my release from ONEIDA COUNTY CORRECTIONAL FACILITY.

Signature of Inmate

Date

Authorization for Medical Treatment

I certify that I have witnessed this inmate's signature.

Signature of officer

Date